3M MICROFILM

START OF ROLL

ROLL NO.

143

Construction Contracts

Begins with #7311 folder #1

#7311 folder #1 continues from reel 142

I-405-8(23) E. Fremont Interch. Sec., of 1969
304 Stadium Freeway, in Portland
#7311 (Unit B) Folder #1

C&A 3869
C&A 3926

TEST RESULTS (Con't)

Panels Exposed to Atmospheric Conditions at Canron Storage Area

(b) Not Acid Cured

Loss of Film Thickness in Mils

Panel Identification	Initial March 16	April 12	May 28	July 15
No. 18	-	+0.5	+0.9	+0.5
	-	+0.5	+0.1	- 0 -
	-	- 0 -	-0.4	-0.7
	-	-0.4	-0.1	-0.4
No. 19	-	-0.3	-0.6	-0.8
	-	-0.3	-0.3	-0.5
	-	-0.1	+0.1	-0.1
	-	-0.3	-0.5	-0.6
No. 20	-	-0.1	-0.2	-0.4
	-	- 0 -	-0.1	-0.2
	-	-1.0	-0.8	-1.1
	-	-0.1	-0.2	-0.1
Average Loss in Mils	-	-0.13	-0.17	-0.28

Control Panels

During the period 16 March 1971 through 15 July 1971 there was no measurable change in coating thickness in either the cured or uncured samples stored in plastic bags.

TEST RESULTS - SERIES B

(I) Fresh Water Immersion (STP)

(a) Acid Cured Two Hours After Painting

		Loss of Film Thickness in Mils		
Panel Identification	Initial April 21	May 13	June 14	July 15
Panel A	-	-0.3	-0.1	-0.1
	-	-0.7	- 0 -	-0.6
	-	-0.5	-0.3	-0.7
Panel B	-	-0.6	-0.5	-0.4
	-	-1.2	-0.8	-1.0
	-	-1.5	-1.5	-1.5
Average Loss in Mils	-	-0.8	-0.5	-0.7

(b) Acid Cured Two Days After Painting

		Loss of Film Thickness in Mils		
Panel Identification	Initial April 21	May 13	June 14	July 15
Panel G	-	+0.2	+0.2	+0.3
	-	-0.2	-0.2	-0.3
	-	-0.4	-0.2	-0.1
Panel H	-	-0.4	-0.2	-0.1
	-	-0.4	-0.1	-0.1
	-	+0.2	-0-	-0.2
Average Loss in Mils	-	-0.3	-0.15	-0.1

TEST RESULTS - SERIES B (Con't)

(ii) Sea Water Immersion (STP)*

(a) Acid Cured Two Hours After Painting

Panel Identification	Initial April 21	Loss of Film Thickness in Mils May 13	June 14	July 15
Panel C	-	-0.1	- 0 -	-0.3
	-	-0.3	-0.2	-0.4
	-	+0.2	-0.2	+0.3
Panel D	-	- 0 -	-0.1	+0.2
	-	-0.1	+0.2	-0.1
	-	-2.9*	-3.0*	-3.2*
Average Loss In Mils	-	Nil (-0.06)	Nil (-0.06)	Nil (-0.06)

* These figures abnormal and therefore they were not used in calculation of average.

(b) Acid Cured Two Days After Painting

Panel Identification	Initial April 21	May 13	June 14	July 15
Panel I	-	- 0 -	+1.1	+0.8
	-	-0.5	+0.1	-0.3
	-	-0.1	+0.1	+0.5
Panel J	-	-0.3	+0.2	+0.2
	-	+1.0	+1.5	+1.5
	-	+0.2	+1.5	+1.1
Average Loss In Mils	-	-	-	-

• Results not considered significant due to apparent increase in film thickness probably due to build up of salts on surface.

TEST RESULTS - SERIES C

Amount of Acid Cure Added	4 Hours	24 Hours	48 Hours
	(Thickness in Mils)		
½ gal/400 sq. ft.			
Initial	2.2	2.5	2.5
After application	2.3	2.3	2.3
After 16 hr	2.2	2.3	2.4
After 40 hr	2.2	2.3	2.4
Net Effect	nil	nil	nil
1 gal/400 sq. ft.			
Initial	2.1	2.7	2.6
After application	2.0	2.6	2.0
After 16 hours	2.0	2.5	2.3
After 40 hours	2.0	2.5	2.4
Net Effect	-0.1	-0.2	-0.2
2 gal/400 sq. ft.			
Initial	2.3	3.0	3.5
After application	2.3	2.2	2.9
After 16 hr	2.3	2.2	2.8
After 40 hr	2.3	2.2	-
Net effect	nil	-0.8	-0.7

4 gal/400 sq. ft.

Thickness measurements taken in this series are not absolute or meaningful because after acid treatment all films had swollen, were powdery, and could easily be removed by light mechanical scraping.

../10

Half Recommended Acid Application (½ gal/400 sq. ft.)

. Application of the curing agent in this series of tests had no apparent adverse effect on the paint film.

Full Recommended Acid Application (1 gal/400 sq. ft.)

Application of curing agent in this series of tests also had no apparent adverse effect on the paint film.

Twice Recommended Acid Application (2 gal/400 sq. ft.)

A visual examination of the surface after application of the curing agent revealed the surface to be marred with small blisters which could easily be broken by finger tip pressure. In addition there appeared to be some flaking of the dried film.

Fourfold Recommended Acid Application (4 gal/400 sq. ft.)

Application of four times the recommended amount of the acid curing agent results in an essential total deterioration of the dried film, ie, cracking, lifting and flaking. (See Appendix 1)

REMARKS

From a review of the above observations and test results it is established that:

1. Rust Ban 193 is a sacrificial inorganic zinc coating.

2. From the exposure tests it was shown that coating losses are to be expected when coated steel is stored open to the atmosphere.

3. When coated test panels were stored under continuous immersion conditions in fresh water the rate of film thickness loss was significant. From this it may be reasoned that heavy rain an/or high humidity would result in substantial film losses.

../11

4. The coating exhibited good resistance to still sea water.

5. During acid post treatment application of too much acid would have an adverse effect on the coating, ie twice recommended strength caused blistering and four times recommended strength caused serious deterioration of the coating. It is noted that during acid post treatment some areas of the coating may be expected to receive excessive acid, ie due to runs, sags, over spray, etc.

6. Panels exposed for a period of 4 months, March through July 1971, at the Portland, Oregon job site had a loss of film thickness amounting to 0.6 mils. It was noted that the atmospheric attack on the coating was much more severe in Portland than in Vancouver. The reason for this is not known but many factors would influence this condition - temperature, rainfall, humidity, p.H., and the presence of some gases such as sulphur dioxide, chlorine, etc.

7. From the data developed in our testing it would appear that the coating does not reach a stable condition as far as film thickness loss is concerned within the period covered by the test program.

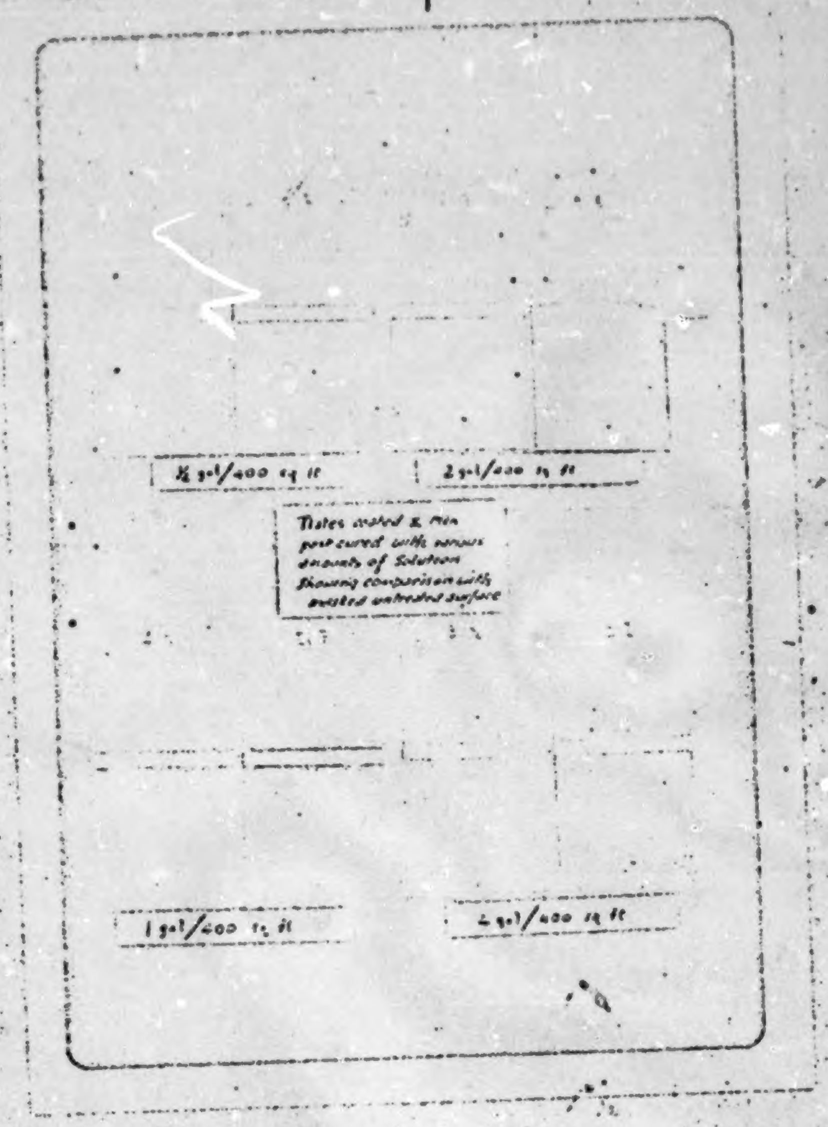
The evidence to this point indicates that it is most probable that a state of stability as far as loss of coating thickness is concerned is most unlikely to occur until it is covered by a protective seal coat.

CAN TEST LTD.

J.G. Smith

LTD.

Black marks and scratches on upper and lower portion of panels were marks used and made for Tooke Gauge Readings.

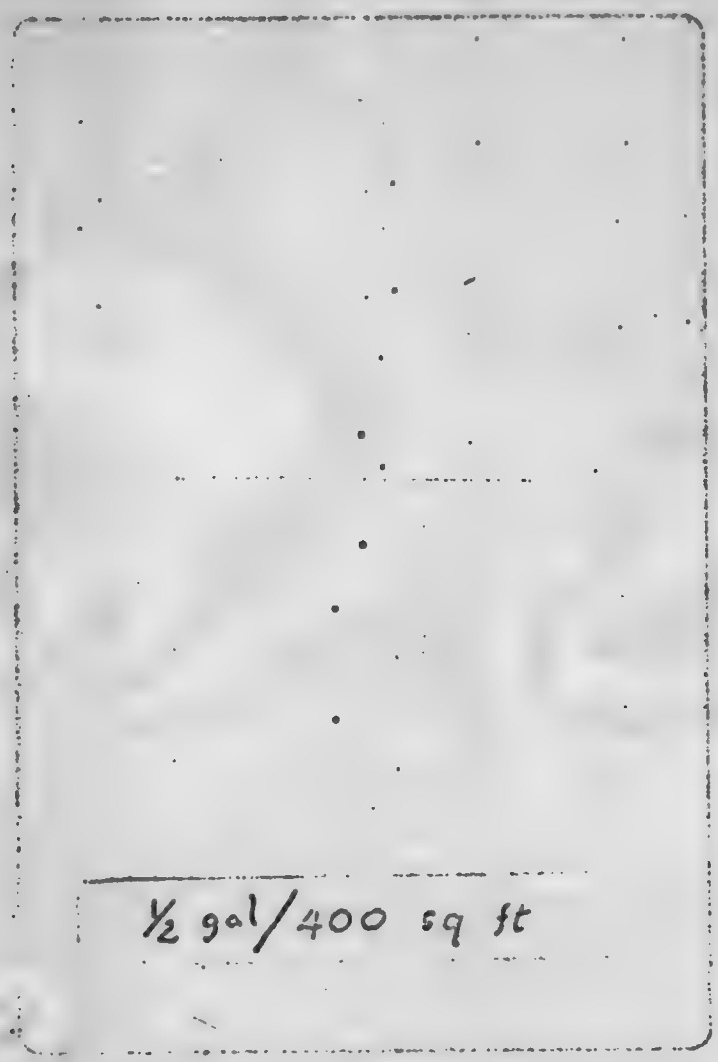

½ gal/400 sq ft
2 gal/400 sq ft
Plates coated & then post cured with various amounts of Solution showing comparison with coated untreated surface
1 gal/400 sq ft
4 gal/400 sq ft

LEGEND

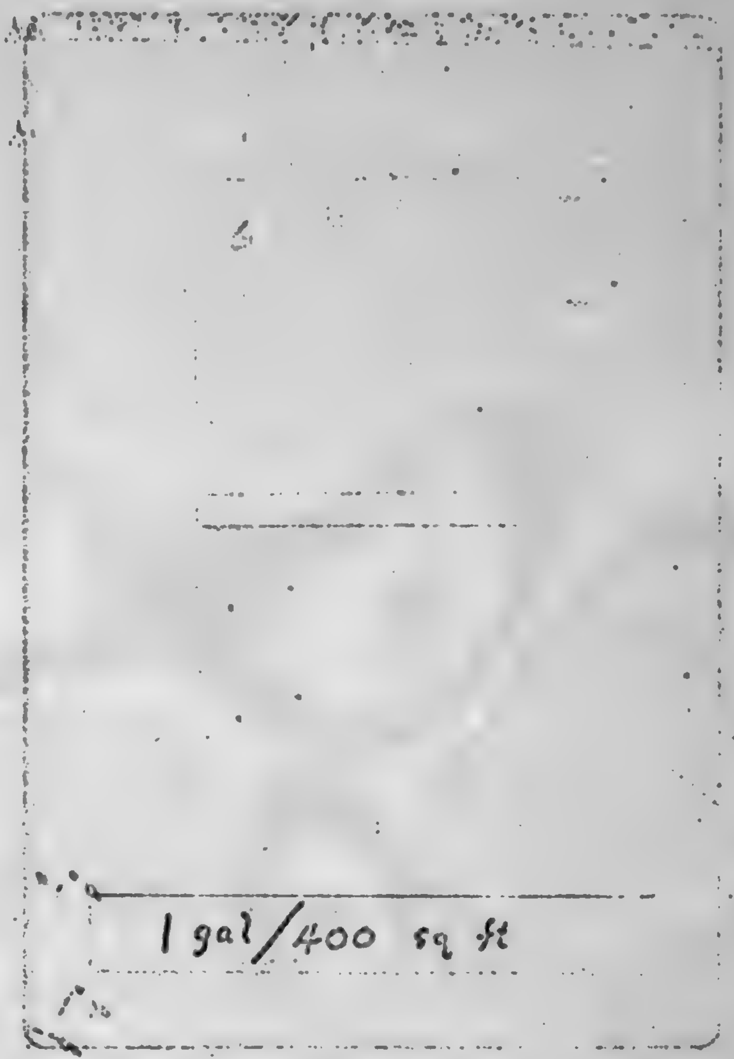
Test Panels

Surface Preparation:	Prepared by blasting in the same manner (in line) as steel destined for "Freemont Project", Portland, Ore.
Paint Application:	Coating of Rust Ban 193 applied in the same manner (in line) as steel destined for "Freemont Project", Portland, Ore.
Acid Post Curing:	Panels were treated with varying amounts of acid curing agent. The acid was obtained from Canron Ltd. and was that used for the post treatment of Rust Ban coatings for the "Freemont Project". Acid was applied over one half surface area of each panel and spread evenly over the entire surface with a rubber spatula. Acid was applied over lower half of each panel.
Series 1:	Acid applied equivalent to ½ gal/400 sq. ft. (One half recommended application).
Series 2:	Acid applied equivalent to 1 gal/400 sq. ft. (Recommended application).
Series 3:	Acid applied equivalent to 2 gal/400 sq. ft. (Twice recommended application).

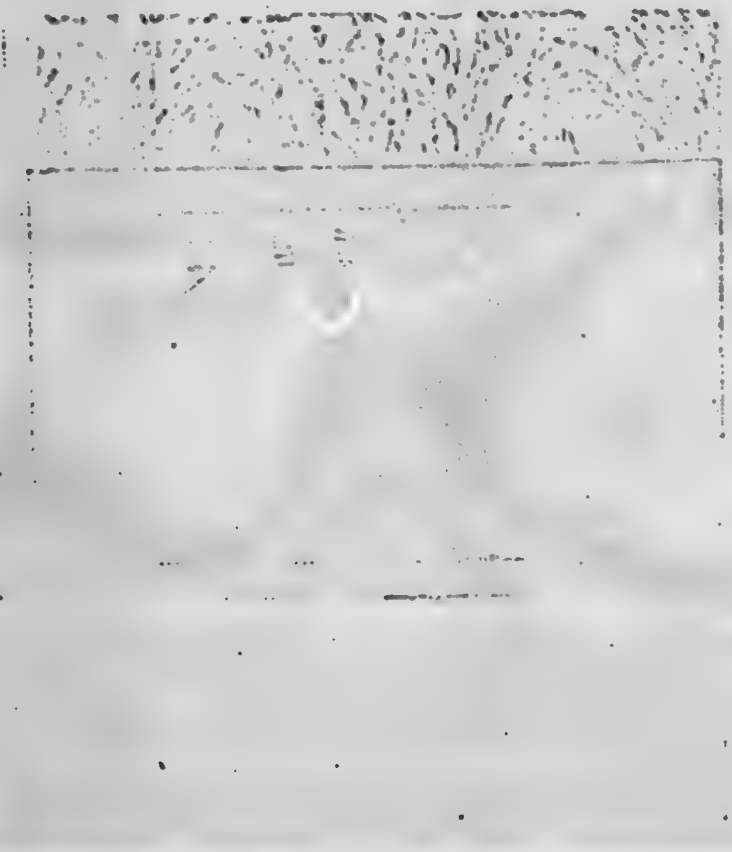
ST LTD.

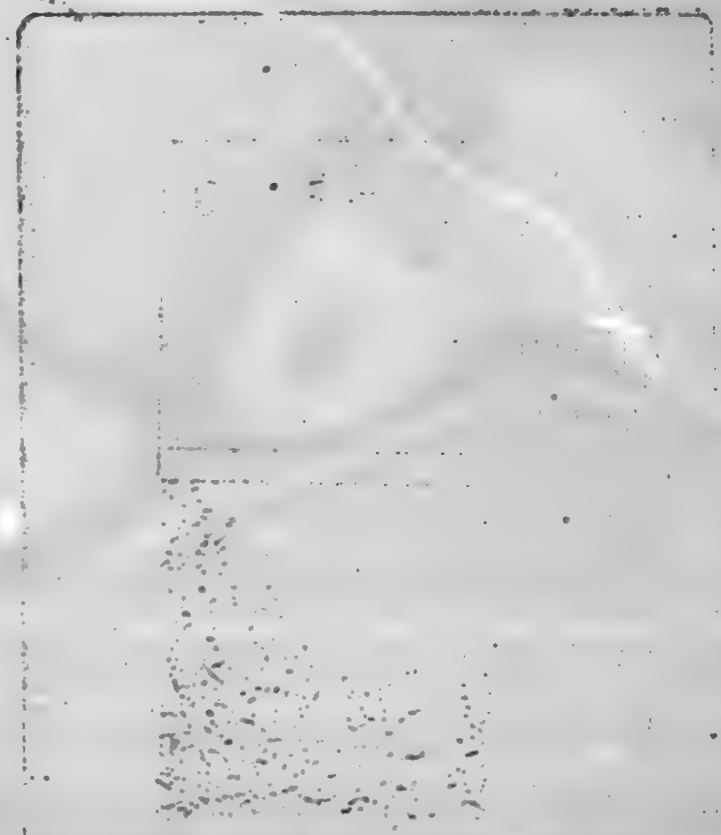

½ gal/400 sq ft

1


1 gal/400 sq ft

1




4 gal/400 sq ft

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AUG 25 1971

FOR FILING

I 405-5 (22) 304
7211

HARLAN *Associates, Inc.*
PAINT RESEARCH LABORATORY
11 DUBOCE AVENUE - SAN FRANCISCO, CALIFORNIA 94103
621-7245
AREA CODE 415

18 August 1971

Our File: P-5711

State of Oregon
Department of Transportation
138 State Highway Vuilding
Salem, Oregon 97310

Attention: Mr. A.E. Johnson, Assistant State Highway Engineer

Gentlemen:

Please find enclosed our Invoice No. 017591 covering the work completed under our report dated 30 June 1971 and conference of 21 July 1971 in Portland.

Respectfully submitted,

H. R. Harlan Jr.

Harold R. Harlan Jr., Technical Director

HARLAN ASSOCIATES, INC.

HRHJr:mp
Orig. only
Enclosure

8-24-71 [illegible]

8-24-71

Approved ______
Asst. State Hwy. Engr.

Invoice approved this date & changed to 626-1011-900-$1104.25
626-1017-900-$104.75

RECEIVED
[illegible]

8-24-71 cys to [illegible] Ed [illegible]

AFFILIATIONS: National Paint, Varnish and Lacquer Association . . . Federation of Societies for Paint Technology . . . American Chemical Society . . . American Society for Testing and Materials . . . American Institute of Chemists . . . Air Pollution Control Association . . . American Oil Chemist's Society . . . Forest Products Research Society . . . International Science Foundation . . . Technical Association of the Pulp and Paper Industry . . .
Registered Chemical Engineer, State of California

HARLAN *Associates, Inc.*
PAINT RESEARCH LABORATORY
11 DUBOCE AVENUE - SAN FRANCISCO, CALIFORNIA 94103
621-7245
AREA CODE 415

TO: Oregon State Highway Department
138 State Highway Building
Salem, Oregon 97310

DATE: 18 August 1971

INVOICE NO: 017591
(page 1 of 2 pages)

This invoice covers work completed to date including conference of 21 July 1971 in Portland, Oregon and our Report dated 30 June 1971 with regard to Inorganic Zinc Tests, as authorized by Mr. A. E. Johnson, Assistant State Highway Engineer.

Laboratory tests (our report dated 30 June 1971):	
Control tests: panel preparation and film thickness measurements, 3 hours @ $40.00/hour:	$120.00
Weathering by acceleration:	
Panel preparation and film thickness measurements, 3 hours @ $40.00/hour:	120.00
1200 panel hours accelerated weathering @ $0.30/panel hour:	360.00
Water Spray:	
Panel preparation and film thickness measurements, 3 hours @ $40.00/hour:	120.00
Water spray exposure, 3 panels @ $50.00/panel:	150.00
Cold Water Spray and Storage Cycling:	
Panel preparation and film thickness measurements, 3 hours @ $40.00/hour:	120.00
Cold Water Cycling exposure, 3 panels @ $60.00/panel:	180.00
Salt Fog Exposure:	
Panel preparation and film thickness measurements, 3 hours @ $40.00/hour:	120.00
Salt Fog Exposure, 750 panel hours @ $0.25/panel hour:	187.50

Continue to Page 2

AFFILIATIONS: National Paint, Varnish and Lacquer Association . . . Federation of Societies for Paint Technology . . . American Chemical Society . . . American Society for Testing and Materials . . . American Institute of Chemists . . . Air Pollution Control Association . . . American Oil Chemist's Society . . . Forest Products Research Society . . . International Science Foundation . . . Technical Association of the Pulp and Paper Industry . . .
Registered Chemical Engineer, State of California

HARLAN *Associates, Inc.*
PAINT RESEARCH LABORATORY
11 DUBOCE AVENUE - SAN FRANCISCO, CALIFORNIA 94103
621-7245
AREA CODE 415

TO: Oregon State Highway Department
138 State Highway Building
Salem, Oregon 97310

DATE: 18 August 1971

INVOICE NO: 017591
(Page 2 of 2 pages)

Report dated 30 June 1971, 4 hours @ $40.00/hour:	$160.00
Conference in Portland, 21 July 1971, One day @ $400.00/day:	400.00
Expenses (ticket enclosed):	122.00
Miscellaneous (phone conversations)	50.00
	$2209.50

8-24-71
Approved
Asst. State Hwy. Engr.

Chg: 626-1011-900- 1104.75
626-1017-900-1104.75

Our File: P-5711
HRHJr:mp
Orig. & 2cc

RECEIVED
AUG 23 1971
OFFICE OF
STATE HIGHWAY ENGINEER

AFFILIATIONS: National Paint, Varnish and Lacquer Association . . . Federation of Societies for Paint Technology . . . American Chemical Society . . . American Society for Testing and Materials . . . American Institute of Chemists . . . Air Pollution Control Association . . . American Oil Chemist's Society . . . Forest Products Research Society . . . International Science Foundation . . . Technical Association of the Pulp and Paper Industry . . .
Registered Chemical Engineer, State of California

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AUG 26 1971
FOR FILING

I 405-1(23)504
7311

(Corrected Copy)

August 16, 1971

Drake-Willamette Joint Venturers
1201 N. Loring Street
Portland, OR 97227

Gentlemen:

Re: East Fremont Interchange
Contracts 7310 and 7311

Based on meetings between the affected contractors, Canron, Cantest, and Harlan, we have determined that girders having a prime coat zinc covering of 2.0 mils thickness will be acceptable for covering with the final vinyl coat subject to the repairing of erection scars, skips, holidays, and rust.

A list of the beams which our measurements have determined to be unsatisfactory is as follows:

UNIT	GIRDER SECTION
SW2	A-1
SW3	A-3, 4, 6
	B-3, 4
WN1	A-2, 3, 4, 5, 6, 7
	B-3, 4, 5
NW2	A-1, 3, 4
	B-1, 2, 3, 4
WE4	A-5, 7, 9
	B-3, 4, 7, 8, 10
	C-3, 4, 7, 9, 10
	D-3, 4, 5, 6, 7, 8, 9
EW3	A-3, 5, 7, 8, 9, 10
	B-3, 5, 8, 9, 10
	C-6, 7, 8, 9
	D-3, 4, 5, 6, 7, 8, 9, 10
WS1	A-2, 3, 4, 5, 6, 7
	B-2, 3, 4, 5, 6, 7

In order that controversy involving the cost of repairs to the prime coat painting be properly adjudicated, I would suggest you arrange through John Bond, Construction Administration Engineer, to bring these matters before the Claims Review Board at your early convenience.

Very truly yours,

R. L. Porter
State Highway Engineer

By

Tom Edwards
Deputy State Highway Engineer

bc R. L. Porter
A. E. Johnson
Ivan Merchant
R. L. Schroeder
John Howard
Robert Shotwell
John Bond

AAR:dh/TE:ja

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FOR FILING

I-405-8(23)394

7311

August 12, 1971

Mr. William J. Ritchie
District Director of Customs
Treasury Department
U.S. Customhouse
Portland, OR 97209

394

Re: Your File ADM-2-DCV

Dear Mr. Ritchie:

In line with your inquiry of July 22 and our conference with Mr. Dwyer of your office on August 3, I am enclosing a tabulation which represents our estimate of cost of the so-called assist items chargeable to the structural steel for the Fremont Bridge approach complex.

If I can furnish you any additional information, please do not hesitate to call.

Very truly yours,

R. L. Porter
State Highway Engineer

By

Tom Edwards
Deputy State Highway Engineer

Attachments

bc R. L. Porter
A. E. Johnson
Ivan Merchant

CAG:ag ja

	INITIALS	DATE
PREPARED BY	wg	5/4/71
~~APPROVED BY~~ Ck	PNW	8-4-71

Fremont Bridge
East and West Approach Complex
Anderson-Hannon - W. Fremont C# 7214
Drake-Willamette - E. " C# 7310, 11, 12

	(1)	(2)
Contract ie cost of final design work done by HNTEB		
C# 7214 W Fremont** - less roadwork		18549194 ✓
" 7310 E " " "	12665900 ✓	
" 7311 " " " "	8324227 ✓	
" 7312 " " " "	1731551 ✓ 22721678	22721678 ✓
Total		41270872 ✓
Cost of Design & Contract Dwgs HNTEB Agrt. 5/14/67		1111000 ✓
% chargeable to each		
W 18,549,194 / 41,270,872 = 45% x 1,111,000		499950 ✓
E 22,721,678 / 41,270,872 = 55% x 1,111,000		611050 ✓

Contract cost of ~~required~~ Str. Stl!
C# 7214 Bid Item #65 9,462,105 = 51% of contract
7310 " " #33 10,652,640
7311 " " #75 6,387,375
* 7312 " " #65 207,895
17,249,915 = 76% of contract

* This furnished by Portland Ore. Firm.
** Design & Contract dwgs by Firm

FORM [illegible] (GREEN) [illegible] (BUFF)

Cost-Rite SYSTEMS CELINA, OHIO · DALLAS · LOS ANGELES

LITHO IN U.S.A.

	INITIALS	DATE
PREPARED BY		
APPROVED BY		

	(1)	(2)
Contract cost of imported structural steel - By Lomen		
C #7214 Item #65 9,462,105 ✓		
7310 " #33 10,652,642 ✓		
7311 " #75 6,389,378 ✓ 17,040,020		17040020
Amt of design & working dwg cost chargeable to imported steel		
C# 7214 51% of 499,950 ✓ =		254975 ✓
7310 & 11 76% of 611,050 ✓ =		464398 ✓
Add HNTB cost to check shop dwgs:		
C #7214 7976 T ✓ @ 2.50 ✓	19940 ✓	
7310 8078 T @ "	20195 ✓	
7311 4370 ✓ T @ "	10925 ✓	51060 ✓
Add State cost to inspect steel		
C# 7214 7976 T ✓ @ 13^{50} ✓	107676 ✓	
C# 7310 & 11 12448 ✓ @ 14^{87} ✓	185102 ✓	292778 ✓
Total Est Assist Costs		1063211 ✓

TREASURY DEPARTMENT
BUREAU OF CUSTOMS
PORTLAND, OREGON

Edwards

July 22, 1971

REFER TO
ADM-2-DCV

Johnson-
accept

Oregon State Highway Division
Highway Building
Salem, Oregon 97310

Attention: Mr. R. L. Porter
State Highway Engineer

Gentlemen:

This office has had several current importations of steel bridge structures used in building the Fremont bridge in Portland. These shipments have been imported from Canron Limited, Western Bridge Division, Vancouver, Canada, for Anderson-Hannon and Drake Willamette, both of Portland, Oregon.

Kindly note an enclosed copy of your letter of November 23, 1970, to Canron Limited, wherein you furnish Canron with the costs for the bidding plans and specifications for the Fremont bridge.

In order for the U.S. Customs to properly appraise these importations of bridge structures from Canada, further information is urgently needed by this office on all the assists costs involved in the production of these bridge parts. This means primarily the costs for engineering, work, and development, which were incurred in creating the plans for the imported bridge structures.

If you have any questions on this inquiry, kindly contact this office, or if you prefer, arrange an appointment for a representative of this office to visit you.

Sincerely,

William J. Ritchie
WILLIAM J. RITCHIE
District Director

Enclosure

RECEIVED
JUL 2[illegible] 1971
OREGON
STATE HIGHWAY COMMISSION

8/3
Mr Dwyer

REPLY TO: DISTRICT DIRECTOR OF CUSTOMS, U.S. CUSTOMHOUSE, PORTLAND, OREGON 97209

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

RECEIVED
NOV 27 1970
[illegible]
WESTERN BRIDGE DIVISION

4900/5900/LB

Copy to R. [illegible]
Copy to [illegible]
~~[illegible]~~
Copy to file

November 23, 1970

Canron Limited
Western Bridge Division
145 West First Avenue
Vancouver 10, B. C.
CANADA

Attention P. G. Higgins, P. Eng.
Contracts Manager

Gentlemen:

West Fremont Interchange Section
East (Unit A & Unit B) Fremont Interchange Secs.

The information requested in your letter of November 17, 1970, is as follows:

The Division does not keep records on the cost of producing bidding plans and specifications for each individual job. The Division charges a flat fee of $5 per set regardless of the size of the job.

On the West Fremont project we issued 18 sets of bidding plans and specifications and 102 sets of informational plans and specifications.

On the East Fremont job, Unit A, we issued 10 sets of bidding plans and specifications and 90 sets of informational plans and specifications.

On East Fremont, Unit B, we issued 13 sets of bidding plans and specifications and 109 sets of informational plans and specifications.

On East Fremont, Unit C, we issued 15 sets of bidding plans and specifications and 69 sets of informational plans and specifications.

Very truly yours,

R. L. Porter
State Highway Engineer
By Ivan D. Merchant
Ivan D. Merchant
Bridge Engineer

RECEIVED
JUL 23 1971
OREGON
STATE HIGHWAY COMMISSION

CAG:dh

RECEIVED
SEP 17 1971
FORM 5-30 (REV. 10-69)
FOR FILING

I. 405-8(23)
7311

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
August 9, 1971

SUBJECT: East Fremont Interchange
Units A & B
Contract No.'s 7310 & 7311
Zinc Paint Thickness
Readings-Outsides of Girders

To: A. E. Johnson
Ass't. State Highway Engineer
State Highway Building
Salem

Attached you will find 12 xerox sheets of tabulated outside-of-girder zinc paint thickness readings for the subject project together with one sheet which summarizes this data.

These readings have been taken by Bob Shotwell's crew using both the Tooke and the banana gage. Some readings were taken on the ground before erection, and the balance in the air by hanging over the side of the girders. The tabulations are by "girder section" which is a piece of girder as manufactured. Generally it takes three "girder sections" to make up two girder spans, pier-to-pier.

These readings show there are possibly 83 girder sections (equivalent to about 56 girders) with an appreciable number of readings showing less than 2 mils. These girders are in units SW-2, SW-3, WN-1, NW-2, WS-1, WE-4 and EW-3. Please note that the number of readings taken in units SW-2 and SW-3 is very small. Since these units had some girders with low outside readings and, particularly since these units had rusty interior surfaces which required repair, additional outside readings should be taken to confirm the outside film thickness.

As to how to use the readings which have been taken for making repairs, I believe they should be used as a guide as to which girders to examine more thoroughly. This examination would most reasonably be done at the time the repairs are made, when the Contractor's equipment is available for access.

If further information or details are desired, please advise.

R. L. Schroeder
Metropolitan Engineer

By:
Edward L. Hardt

Edward L. Hardt
Assistant Metropolitan Engineer

ELH:pb
Encs
cc: Ivan Merchant w/attach.
Robert Shotwell "
John Howard "

NOTED
TOM EDWARDS

Form [illegible]-30M-

TABULATION SHEET

OREGON STATE HIGHWAY
DEPARTMENT

SHEET .... OF .... SHEETS

EAST FREEWAY INTERCHANGE

[illegible] [illegible] THICKNESS READINGS ON OUTSIDES OF GIRDERS

UNIT	[illegible]	LESS THAN 1	LESS THAN 2	MORE THAN 2		% [illegible]	[illegible]	[illegible]
NS-2	61	0-0%	0-0%	61-100%	OK			✓
SW-2	89	0-0%	5-6%	84-94%				✓
SW-3	56	0-0%	10-18%	46-82%		54%		✓
NE-1	52	0-0%	0-0%	52-100%	✓			
NE-2	32	0-0%	0-0%	32-100%	✓			
NE-3	37	0-0%	0-0%	37-100%	✓			
NW-1	57	0-0%	0-0%	57-100%	✓			
NW-2	56	0-0%	0-0%	56-100%				
UN-1	75	1-1%	34-46%	40-53%		92%		✓
UN-2	50	0-0%	0-0%	50-100%	✓			
NE-2	85	0-0%	26-31%	59-69%				✓
NW-3	44	0-0%	0-0%	44-100%	✓			
NS-1	392	28-7%	155-40%	209-53%		71%		✓
SW-1	107	0-0%	2-2%	105-98%	✓			✓
NE-1	334	5-1%	114-34%	215-65%		55%		
NE-2	[illegible]	0-0%	1-1/3%	362-99%	✓			
SW-3	279	0-0%	66-24%	213-76%		39%		✓
SW-4	[illegible]	0-0%	0-0%	230-100%	✓			

Form 2494 Exterior

OREGON STATE
HIGHWAY DEPARTMENT

TABULATION SHEET
SHEET 1 OF 4 SHEETS

Zinc Primer thickness in Percent by Girder

East Fremont
Unit B

(Girder is splice plate to splice plate)

8/[illegible]/71
C. Lobaugh E. Exterior

	Unit		Girder	No. of Readings		0 To less than 1 mil	%	1 To less Than 2	%	2 mils and over	%
	WS-2		All	61		0	—	0	—	61	100%
	SW-2		A-1	6		0	—	1	✓17%	5	83%
			A-2	6		0	—	0	—	6	100%
			A-3	6		0	—	0	—	6	100%
			A-4	6		0	—	0	—	6	100%
			A-5	8		0	—	0	—	8	100%
			A-6	7		0	—	0	—	7	100%
			A-7	6		0	—	3	✓50%	3	50%
			B-1	6		0	—	0	—	6	100%
			B-2	6		0	—	0	—	6	100%
			B-3	8		0	—	1	12.5%	7	88%
			B-4	6		0	—	0	—	6	100%
			B-5	8		0	—	0	—	8	100%
			B-6	4		0	—	0	—	4	100%
			B-7	6		0	—	0	—	6	100%
Total for SW-2				89		0	—	5	6%	84	[illegible]
	SW 3		A1	Not accessible at this time.							
			A2	2		0	—	0	—	2	100%
			A3	6		0	—	3	✓50%	3	50%
			A4	4		0	—	1	✓25%	3	75%
			A5	8		0	—	1	✓12%	[illegible]	[illegible]
			A6	[illegible]		0	—	2	✓33%	[illegible]	[illegible]
			B1	Not accessible at this time.							

Form E49x

OREGON STATE
HIGHWAY DEPARTMENT

TABULATION SHEET
SHEET 2 OF 4 SHEETS

[illegible]

				No. of		[illegible]		[illegible]		[illegible]	
	Unit		Girder	[illegible]		[illegible]	%	[illegible]	%	[illegible]	%
	SW3 (cont)		B2	2		0	—	0	—	2	100%
			B3	8		0	—	2	25%	6	75%
		4	B4	6		0	—	1	17%	5	83%
			B5	6		0	—	0	—	6	100%
			B6	8		0	—	0	—	8	100%
Total for SW3				56		0	—	10	18%	46	82%
	WE1		All	52		0	—	0	—	52	100%
	WE2		All	22		0	—	0	—	22	100%
	WE3		All	57		0	—	0	—	57	100%
	EW1		All	57		0		0		57	100%
	EW2		All	56		0		0		56	100%

Form 249x

OREGON STATE
HIGHWAY DEPARTMENT

TABULATION SHEET
SHEET 3 OF 4 SHEETS

East Fremont Interchange
Unit B.

E. Mersnon
8/6/71

Unit		Girder	No. of Bearings		0 to less than 1mm	%	1 to 2	%	2 or more	%
WN1		A1	Not	accessible	at		this	time.		
		A2	7		0	—	2	29%	5	71%
		A3	14		0	—	8	57%	6	43%
		A4	5		0	—	2	40%	3	60%
		A5	4		0	—	2	50%	2	50%
		A6	2		0	—	2	100%	0	—
		A7	8		0	—	3	38%	5	62%
		B1	Not	accessible	at	this	time.			
		B2	Not	accessible	at	this	time.			
		B3	16		0	—	10	63%	6	37%
		B4	9		1	11%	3	33%	5	56%
		B5	6		0	—	2	33%	4	67%
		B6	4		0	—	0	—	4	100%
		B7	Not	accessible	at	this	time.			
Total for WN1 =			75		1	1%	34	46%	40	53%
WN2		All			0	—	0	—	50	100%
WN3		A1	8		0	—	3	38%	5	[illegible]
		A2	4		0	—	0	—	4	100%
		A3	6		0	—	1	17%	5	[illegible]
		A4	10		0	—	7	70%	3	[illegible]
		A5	13		0	—	2	[illegible]	11	[illegible]
		B1	3		0	—	3	[illegible]	[illegible]	[illegible]

Form 560a

OREGON STATE
HIGHWAY DEPARTMENT

TABULATION SHEET
SHEET 4 OF 4 SHEETS

East Fremont Interchange
Unit 5.

E. Merson
8/6/71.

	Unit		Girder	No. of Readings		0 to less than 1	%	1 to less than 2	%	2 with and over	%
	NW2	(cont)	B2	6		0	—	4	67%	2	33%
			B3	4		0	—	1	25%	3	75%
			B4	6		0	—	3	50%	3	50%
			B5	15		0	—	2	13%	13	87%
	Total for NW2			85		0	—	26	31%	59	69%
	NW3		All	44		0		0		44	100%

Form E49x [illegible]

OREGON STATE
HIGHWAY DEPARTMENT

TABULATION SHEET
SHEET 1 OF 8 SHEETS

Zinc Primer Thickness in Percent by Girder

[illegible]
[illegible]
8-6-71
HV Harris

(Girder is Splice Plate to Splice Plate)

Unit		Girder	No. of Readings		0 to less than 1 mil	%	1 to less than 2	%	2 mils and over	%
VK-1		A-1	10		0	—	0	—	10	100
		A-2	22		0	—	5	23	17	77
		A-3	13		0	—	6	46	7	54
		A-4	15		0	—	8	54	7	46
		A-5	12		0	—	6	50	6	50
		A-6	17		1	6	9	53	7	41
		A-7	12		0	—	7	58	5	42
		B-1	10		0	—	0	—	10	100
		B-2	18		0	—	9	50	9	50
		B-3	11		0	—	5	45	6	55
		B-4	14		0	—	7	50	7	50
		B-5	12		1	8	7	58	4	34
		B-6	12		0	—	6	50	6	[illegible]
		B-7	13		1	8	8	62	4	[illegible]
		1-DR	10		2	20	6	60	2	20
		1-ER	17		2	12	7	41	8	47
		1-FR	10		0	—	0	—	10	[illegible]
		1-GR	8		0	—	6	75	2	25
		1-HR	17		0	—	0	—	17	[illegible]
		2-DR	12		4	33	6	50	2	17
		2-ER	20		3	15	7	35	10	50
		2-FR	9		0	—	6	67	3	[illegible]
		2-GR	7		0	—	3	43	[illegible]	[illegible]
		2-HR	12		0	—	6	50	[illegible]	[illegible]
		3-DR	20		3	15	8	40	[illegible]	[illegible]
		3-ER	[illegible]		[illegible]	20	11	[illegible]	[illegible]	[illegible]

* Unable to test primer [illegible]

Form E69x Exterior

OREGON STATE
HIGHWAY DEPARTMENT

TABULATION SHEET
SHEET 2 OF 8 SHEETS

[illegible]
Unit A
6-6-71
W/ Harris

Unit		Girder	No. of Readings		0 to [illegible]	%	1 to [illegible]	%	2 mils [illegible]	%
WS-1		3-FR	24		0	—	1	4	23	96
		3-GR	15		7	47	5	33	3	20
Total for WS			392		28	7	155	40	209	53
SW-1		A-1	10		0	—	0	—	10	100
		A-2	8		0	—	1	14	7	86
		A-3	8		0	—	0	—	8	100
		A-4	8		0	—	0	—	8	100
		A-5	8		0	—	0	—	8	100
		A-6	5		0	—	0	—	5	100
		A-7	6		0	—	0	—	6	100
		B-1	10		0	—	0	—	10	100
		B-2	8		0	—	0	—	8	100
		B-3	8		0	—	0	—	8	100
		B-4	8		0	—	0	—	8	100
		B-5	8		0	—	1	13	7	87
		B-6	6		0	—	0	—	6	100
		B-7	6		0	—	0	—	6	100
Total for SW			107		0	—	2	2	105	98
WF-1		A-1	8		0	—	0	—	8	[illegible]
		A-2	8		0	—	0	—	[illegible]	[illegible]
		A-3	8		0	—	1	13	7	[illegible]
		A-4	6		0	—	3	50	3	[illegible]
		A-5	8		0	—	3	38	5	[illegible]
		A-6	2		0	—	1	[illegible]		

Form [illegible] [illegible]

OREGON STATE
HIGHWAY DEPARTMENT

TABULATION SHEET
SHEET 3 OF 8 SHEETS

East Fremont
Unit A
5-5-71
HW Harris

Unit		Girder	No. of Readings		0 to less than 1 mil	%	1 to less than 2	%	2 mil and over	%
WE-4		A-7	2		0	—	2	100	0	—
		A-8	2		0	—	0	—	2	100
		A-9	8		0	—	3	38	5	62
		A-10	2		0	—	0	—	2	100
		B-1	8		0	—	0	—	8	100
		B-2	8		0	—	0	—	8	100
		B-3	20		0	—	11	55	9	45
		B-4	8		0	—	3	38	5	62
		B-5	6		0	—	0	—	6	100
		B-6	4		0	—	0	—	4	100
		B-7	2		0	—	2	100	0	—
		B-8	2		0	—	1	50	1	50
		B-9	6		0	—	0	—	6	100
		B-10	4		0	—	4	100	0	—
		C-1	8		0	—	0	—	8	100
		C-2	34		0	—	2	6	32	94
		C-3	20		1	5	16	80	3	15
		C-4	20		2	10	16	80	2	10
		C-5	4		0	—	0	—	4	100
		C-6	4		0	—	2	50	2	100
		C-7	2		2	100	0	—	0	—
		C-8	3		0	—	0	—	3	100
		C-9	8		0	—	4	50	4	50
		C-10	4		0	—	3	75	1	25
		D-1	8		0	—	0	—	8	[illegible]
		D-2	32		0	—	1	3	31	[illegible]

Form 249x [illegible]

OREGON STATE
HIGHWAY DEPARTMENT

TABULATION SHEET
SHEET 4 OF 3 SHEETS

[illegible]

				No. of		0 to 1 in.		1 to 2 in.		2 in.
	[illegible]		[illegible]	[illegible]		[illegible]	%	[illegible]	%	and over
	WE-4		D-3	21		0	—	15	72	6
			D-4	20		0	—	10	50	10
			D-5	8		0	—	3	38	5
			D-6	2		0	—	2	100	0
			D-7	2		0	—	1	50	1
			D-8	2		0	—	1	50	1
			D-9	8		0	—	4	50	4
			D-10	2		0	—	0	—	2
Total for WE-4				334		5		114		215
	WE-5		A-1	12		0	—	0	—	12
			A-2	8		0	—	1	13	7
			A-3	8		0	—	0	—	8
			A-4	8		0	—	0	—	8
			A-6	12		0	—	0	—	12
			A-9	6		0	—	0	—	6
			B-1	12		0	—	0	—	12
			B-2	8		0	—	0	—	8
			B-3	8		0	—	0	—	8
			B-4	8		0	—	0	—	8
			B-5	10		0	—	0	—	10
			B-6	8		0	—	0	—	8
			B-7	11		0	—	0	—	11
			B-8	8		0	—	0	—	8
			B-9	6		0	—	0	—	6

GON STATE

Form 249x [illegible]

OREGON STATE
HIGHWAY DEPARTMENT

TABULATION SHEET
SHEET 4 OF 3 SHEETS

[illegible]
[illegible]
[illegible]
[illegible]

	[illegible]		[illegible]	No. of [illegible]		0 to less [illegible]	%	1 to less [illegible] 2	%	2 [illegible] and over
	WE-4		D-3	21		0	—	15	72	6
			D-4	20		0	—	10	50	10
			D-5	8		0	—	3	38	5
			D-6	2		0	—	2	100	0
			D-7	2		0	—	1	50	1
			D-8	2		0	—	1	50	1
			D-9	8		0	—	4	50	4
			D-10	2		0	—	0	—	2
Total for WE-4				334		5		114		215
	WE-5		A-1	12		0	—	0	—	12
			A-2	8		0	—	1	13	7
			A-3	8		0	—	0	—	8
			A-4	8		0	—	0	—	8
			A-6	12		0	—	0	—	12
			A-9	6		0	—	0	—	6
			B-1	12		0	—	0	—	12
			B-2	8		0	—	0	—	8
			B-3	8		0	—	0	—	8
			B-4	8		0	—	0	—	8
			B-5	10		0	—	0	—	10
			B-6	8		0	—	0	—	8
			B-7	11		0	—	0	—	11
			B-8	8		0	—	0	—	[illegible]
			B-9	6		0	—	0	—	6

Form [illegible]

OREGON STATE
HIGHWAY DEPARTMENT

TABULATION SHEET
SHEET 5 OF 8 SHEETS

[illegible]
Unit 3
5-6-71
H. Harris

	Unit		Girder	No. of Readings		0 to less than 1 mi	%	1 to less than 2	%	2 miles and over	%
	U/K-5		C-9	6		0	—	0	—	6	100
			D-6	12		0	—	0	—	12	100
			D-9	6		0	—	0	—	6	100
			E-1	9		0	—	0	—	9	100
			E-2	8		0	—	0	—	8	100
			E-3	8		0	—	0	—	8	100
			E-4	8		0	—	0	—	8	100
			E-6	12		0	—	0	—	12	100
			E-9	6		0	—	0	—	6	100
			F-1	8		0	—	0	—	8	100
			F-2	8		0	—	0	—	8	100
			F-3	9		0	—	0	—	9	100
			F-4	8		0	—	0	—	8	100
			F-6	12		0	—	0	—	12	100
			F-9	6		0	—	0	—	6	100
			12 JT	5		0	—	0	—	5	100
			12 TT	6			—		—	6	100
			12 PT	5			—		—	5	100
			12 CV	6			—		—	6	100
			12 DV	6			—		—	6	100
			12 LT	3						3	
			12 UT	4						[illegible]	
			13 IT	6						6	
			12 HT	6						6	
			13 DV	5						[illegible]	
			[illegible]	5						[illegible]	

Form [illegible]

OREGON STATE
HIGHWAY DEPARTMENT

TABULATION SHEET
SHEET 6 OF 8 SHEETS

[illegible]
[illegible]
6-6-71
HV Harris

	Unit		Girder	No. of Readings		0 to less than 1 mil	%	1 to less than 2	%	2 mils and over	%
	WF-5		13 DV	5						5	
			14 BV	4						4	
			14 GT	2						2	
			14 FT	7						7	
			14 AV	3						3	
			14 DV	5						5	
			14 KT	3						3	
			14 LT	5						5	
			14 EV	5		0	—	0	—	5	100
Total	for WF	-5		363		0		1	0+	362	100−

OREGON STATE
HIGHWAY DEPARTMENT

TABULATION SHEET
SHEET 7 OF 9 SHEETS

[illegible]

				No. of		[illegible]		[illegible]		[illegible]	
	[illegible]		[illegible]	[illegible]		[illegible]	%	[illegible]	%	[illegible]	%
	EWB		A1	8		0	—	0	—	8	100%
			A2	6		0	—	0	—	6	100%
			A3	6		0	—	1	17%	5	83%
			A4	6		0	—	0	—	6	100%
			A5	8		0	—	5	62%	3	38%
			A6	2		0	—	0	—	2	100%
			A7	2		0	—	1	50%	1	50%
			A8	13		0	—	2	15%	11	85%
			A9	22		0	—	12	55	10	45%
			A10	2		0	—	1	50%	1	50%
		9	B1	8		0	—	0	—	8	100%
			B2	8		0	—	0	—	8	100%
			B3	32		0	—	4	12%	28	88%
			B4	6		0	—	0	—	6	100%
			B5	8		0	—	3	38%	5	62%
			B6	2		0	—	0	—	2	100%
			B7	1		0	—	0	—	1	100%
			B8	2		0	—	2	100%	0	—
			B9	6		0	—	2	33%	4	67%
			B10	4		0	—	2	50%	2	50%
			C1	8		0	—	0	—	8	100%
			C2	6		0	—	0	—	6	100%
			C3	8		0	—	1	12%	7	88%
			C4	4		0	—	0	—	4	100%
			C5	3		0	—	0	—	3	100%
			C6	4		0	—	1	25%	3	75%

Form 549x

ORECON STATE
HIGHWAY DEPARTMENT

TABULATION SHEET
SHEET 8 OF 8 SHEETS

[illegible]
+ A.

E. N[illegible]
8 [illegible]

				[illegible]		0 to 1[illegible]		1 to 1[illegible]		2 [illegible]	
	Unit		Side	[illegible]		[illegible]	%	No. Z.	%	[illegible]	%
	EW3	[illegible]	C7	2		0	—	1	50%	1	50%
			C8	2		0	—	1	50%	1	50%
			C9	8		0	—	6	75%	2	25%
			C10	2		0	—	0	—	2	100%
			D1	8		0	—	0	—	8	100%
			D2	8		0	—	0	—	8	100%
			D3	30		0	—	4	13%	26	87%
			D4	9		0	—	2	22%	7	78%
			D5	6		0	—	4	67%	2	33%
			D6	2		0	—	2	100%	0	—
			D7	2		0	—	2	100%	0	—
			[illegible]	[illegible]		0	—	1	50%	1	50%
			[illegible]	[illegible]		0	—	4	50%	4	50%
			[illegible]	[illegible]		0	—	2	100%	0	—
	Total	Ew[illegible]	=	279		0	—	66	24%	213	76%
	EW4		All	230		0	—	0	—	230	100%

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I-405-8(23)304
7311

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
August 5, 1971

To: Memo To The Files

SUBJECT: West Fremont Interchange
Contract No. 7214
East Fremont Interchange
Contract No.'s 7310 & 7311
Zinc Paint Thickness Measurements

This memo is to document meetings that were held on the site of the East and West Fremont Interchanges on July 30, and August 4. The purpose of these meetings was to arrive at an agreement between Canron who were represented by Can Test and the Oregon Highway Division with regard to the calibration and selection of paint thickness measuring tools.

The meetings held on July 30, were preliminary in nature in order to determine the type of measuring tool to be used and the procedure for calibrating same. A meeting was held at each Resident Engineer's office. Attending at the East side were Robert Shotwell and representatives of his crew, Ed Hardt, Graham Higins of Canron, Gordon Smith and Dave Timuss of Can Test and Jack Grey of Drake-Willamette. At the West side meeting were George Bennett representing John Howard, Ed Hardt, the above mentioned representatives of Canron and Can Test and Ralph Hannan representing Anderson-Hannan.

Results of the above-mentioned July 30, meetings are as follows:

1. It was agreed that the microtest magnetic gauge, commonly referred to as the banana gauge would be the instrument used for measuring zinc paint thickness on the outsides of the girders.

2. A check of paint thickness readings on a girder on the ground on the East project indicated a discrepancy between the State's banana gauge, Can Test's banana gauge and the State's earlier Tooke gauge readings with the first named instrument reading the highest and the Tooke gauge giving the lowest readings.

3. It was decided that Can Test would prepare steel plate specimens sandblasted and coated with Rust Ban 193 inorganic zinc to be used for standardization of the several gauges involved. A second meeting was scheduled for August 4, at which time these plates would be available for use and the standardization procedure developed.

This meeting was held at Bob Shotwell's office on August 4, commencing at 1:30 PM and lasting til 5 PM. Attending representing Canron was Graham Higgins, representing Can Test Gordon Smith and Dave Timuss, representing Anderson-Hannan Ralph Hannan and John Kreiter, Jr., and representing the Highway Division Ed Hardt, Bob Shotwell, Charles Lobaugh, George Bennett, Earl Mershon and Ed Rief.

Gordon Smith presented nine steel plates, each approximately 4" by 6", of which three each had been coated with about 1¼, 2 and 2½ mils of Rust Ban 193. At four locations on each plate paint thickness readings had been taken by Can Test using a micrometer, their banana gauge and their two-prong Elcometer gauge. These readings were also presented by Mr. Smith.

A number of paint thickness readings were taken on a number of plates by Can Test using their banana gauge, by Earl Mershon using the East gauge and by George Bennett using the West Gauge. Readings were also taken by Ed Rief on these plates for his information using his own banana gauge. These readings were compared and were also compared to the previous readings which were taken by Can Test. It was found that the micrometer readings, Can Test's banana gauge and the State's West banana gauge all gave comparable readings and it was felt that Can Test's banana gauge and the State's West gauge could be used as a standard. It developed that the East gauge read consistently higher than the others and using the West gauge as a standard, a correction curve was developed for the East gauge. This correction amounts to approximately 1 mil for readings in the 2-3 mil range. Three plates each with different paint thicknesses were retained by Mr. Shotwell and Mr. Bennett for their use in checking their paint gauges for the balance of the projects.

Since it was established that the West gauge can be used without any correction factor, the readings which have been taken on the exterior of the girders can be accepted without correction, thus a status report for the West girders will be submitted post-haste to the Salem office. A similar report for the East girders will be delayed somewhat until the thickness readings for that project have been corrected according to the data which was determined as described above.

In addition to paint gauge standardization, considerable discussion prevailed during this meeting with regard to other problems generated by the inorganic zinc paint. A discussion of these follows:

1. Although considerable discussion was generated with regard to how the State should apply its paint thickness readings to the repair of the deficient zinc, unfortunately no method was put forth that was practical and acceptable to those present. One thought was explored that possibly only that zinc paint which showed rust would be repaired with the assumption that that which was not rusting was satisfactory. Mr. Smith said that he thought that zinc paint with a film thickness of 1½ mils would probably show rust. This plan would be the simplest to manage because thickness readings would not be a factor but it was not seriously considered because the State's minimum of 2 mils would not be obtained. Mr. Smith suggested that perhaps he and Mr. Hal Harlan could offer some advice after reviewing some of the girders with

deficient zinc as to the proper method of delineating the areas which needed repair. It is the writer's opinion that the only way that the State can be assured of a 2 mil paint thickness is by close scrutiny of the girders and that the only practical time to make this inspection is at the time the girders are repaired when the painter's scafolding would be available for such an inspection. The preliminary paint thickness readings which the State has already obtained could be used to single out those girders which should have further inspection.

2. The problem of separating for cost record keeping purposes the different items of work performed during girder touch up was discussed. It developed that there could be five different work items which the painter might be performing which should be separated with respect to cost. These items are:

    1. Sandblasting and painting of black bolts (does not apply to the West side.)
    2. Repair of thin zinc paint.
    3. Removal of loose rust stain.
    4. Repair of rusty edge of top girder flange.
    5. Repair of erection scars.

    It was generally agreed that all of this work should be done at the same time rather than make a separate operation out of each one. The only solution available was that of making an arbitrary percentage split of this work depending on the relative amount of each kind of work being done. It was also generally agreed that no matter how carefully this arbitrary split is made that someone will disagree with it.

3. The method of cleaning of rusty areas on the outside of girders, sandblasting versus power wire brushing, was discussed. It developed that there was uncertainty among those present as to how this cleaning was to be done and it was decided that this should be clarified as soon as possible so as to not hold up this operation. It is the writer's opinion that both methods should be considered-sandblasting when the sandblast equipment is being used for cleaning black bolts and for cleaning those areas, principally corners, which cannot be done satisfactorily with a power wire brush. The power wire brush can very likely be used successfully on flat areas such as the webs and bottom flanges of the girders.

4. The type of inorganic zinc to be used for repair work was discussed. Carbozinc 11 has been used the last several weeks for repair on the inside of girders and it has been noted that this paint does not set up as rapidly nor does it have as hard a surface as the Rust Ban 193. Mr. Smith questioned the use of Carbozinc 11 for outside girder repair

feeling that the Rust Ban 193, due to its superior adherance quality should be used. He suggested that this question be referred to Hal Harlan.

5. The question of responsibility for removal of rust staining was discussed. Mr. Higgins said that Canron had a letter from the State which directed them not to apply paint to the top of the top flanges of the girders and consequently they felt no responsibility for the rust stain which resulted from the rusting of the top flanges. I told Mr. Higgins that to the best of my knowledge and recollection, the State has never received anything from the Contractors formally requesting compenation for the expense of this rust stain removal. He said that he would look into this matter.

The meeting was adjourned at 5 PM.

R. L. Schroeder
Metropolitan Engineer

By:

Edward L. Hardt
Assistant Metropolitan Engineer

ELH:pb

cc: A. E. Johnson
Ivan Merchant
John Howard
Robert Shotwell
Drake-Willamette
Anderson-Hannan
Canron
Gordon Smith

RECEIVED
AUG 6 1971
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 30 1971
FOR FILING

7310
7311
7214

OREGON STATE
HIGHWAY DIVISION

I-465-8(23)304
7311

July 28, 1971

Mr. Ralph Mikus, Manager
San Francisco District
Pittsburg Testing Laboratories
5514 Doyle Street
Oakland, California 94608

Dear Mr. Mikus:

In reading Report No. 51, for the period July 12 thru July 17, 1971 for the Grit Blasting, Sand Blasting and Painting Inspection at Murphy Pacific Corporation, Richmond, California I noticed the following:

" A number of pieces that were painted and inspected a month ago were re-checked. The paint thickness was acceptable at that time but the vinyl has now shrunk to an unacceptable mil thickness."

I have discussed this comment with our paint chemist and he feels that the original readings must have been taken quite soon after the vinyl paint was applied. The thickness of the vinyl paint should be checked about 24 hours after the vinyl is applied to allow solvent loss. Our paint chemist states that during the period of 24 hours after the vinyl paint is applied to one month after application, there will be about 0.5 mil reduction in thickness from the 24 hour reading due to further solvent loss. This reduction in thickness is tolerable.

Please have your inspectors take the vinyl paint mil thickness readings no sooner than 24 hours after the vinyl paint is applied. This will give a more representative reading of the final film thickness on the steel.

Yours truly,

JOHN C. JENKINS, P.E.
Engineer of Materials & Research

by

J. E. Chidsey, P.E.
Structural Quality Control Engineer

RECEIVED
JUL 29 1971
OFFICE OF
STATE HIGHWAY ENGINEER

JEC:bm
cc: A. E. Johnson
I. D. Merchant
Robert Schroeder
Robert Cunningham
Don Scott, PTL, Portland

RECEIVED
AUG 5 - 1971
FOR FILING

I-405-8(23)304
7311

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
July 28, 1971

SUBJECT: West Fremont Interchange
Contract No. 7214
East Fremont Interchange
Contract No.'s 7310 & 7311
Zinc Paint Reports,

To: Memo To The Files

A meeting was held in the Metropolitan Section conference room on Wednesday July 21, 1971 at 2 PM to discussed the zinc paint investigation reports as prepared by Harlan & Associates for the State and CanTest Ltd. for Canron. Listed below are those who attended this meeting.

✓ A. E. Johnson	OSHD
Ed Hardt	"
* Bob Shotwell	"
Charles Lobaugh	"
* John Howard	"
Alfred A. Rear	"
* Ivan Merchant	"
* R. O. Cunningham	"
* Harold Harlon, Jr.	Harlan Assoc., Inc.
Ron Owens	Klass Bros. Inc.
* Frank A. Klass	" " "
John Kreiter Jr.	Industrial Painting & Sandblasting
* John R. Kreiter	" " "
* H. A. Schell	FHWA
J. A. Smith	Can Test Ltd.
* P. G. Higgins (Graham)	Canron Ltd.
Dick Davies	" "
Bruce Johnson	" "
John R. Gray	Drake-Willamette
* W. E. Smith	" "
R. E. Grant	" "
* Frank Drake	" "
Don Blue	Enjay
Henry Hannan	Anderson-Hannan
* N. S. Everett	" "
* Ralph Hannan	" "

NOTED
R. L. PORTER

* Received a copy of this memo.

Mr. A. E. Johnson opened the meeting by reviewing the zinc paint problem to date. He mentioned that it had been agreed that after the State's and the Contractor's consultants reports were received, these reports would be discussed and any differences would be referred to arbitration. He said that both reports basically were in agreement that it could be expected that the zinc paint would show a film thickness loss of about ½ mil in a time period of six months to a year of field exposure. Harlan's report indicates ½ mil of loss and Can Test's shows 0.6 mil. He said that this being the case, the State has no choice but to take the position that the zinc paint film loss experienced on the East and West Fremont projects is not due to the paint specifications but must be due to faulty application or curing of the zinc paint. He went on to say that since there is a ½ mil thickness loss associated with this type of paint, the State will accept a film thickness of 2½ mils on the job site in lieu of the original 3 mil specification. The State's criteria then for acceptance of this paint will be a 2½ mil average with a minimum of 2 mils in isolated areas. Any paint that is less then 2 mils in thickness must be corrected and this corrective work will be done at no expense to the State.

Mr. Johnson also mentioned that the previous instructions regarding repair of rusty zinc paint by wire brushing of rusty areas only was for the inside of girders only. This repair criteria wherein the only repair work done was to rusty steel and the lack of proper thickness of zinc was not a consideration for repair applied only to the insides of the girders which will be virtually sealed from the atmosphere at the completion of the work. This type of repair will not be applicable to the exposed surfaces of the girders. He proposed that the State will continue to monitor the repair costs for the work on the outsides of the girders.

Mr. Franklin Drake inquired as to whether the State will determine the thickness of the paint now on the outsides of the girders and Mr. Johnson replied that he hoped that a method could be devised whereby the State and the Contractors agreed to the paint thickness readings which would be taken.

Mr. Smith of CanTest talked about his report as compared to the report prepared by Harlon & Assoc. He said that he agreed essentially with Harlan's findings except that his tests in the atmosphere showed a little more loss of zinc thickness than did Harlon's tests which were performed in a laboratory. He said it might be possible for the paint to lose as much as one mil in a year when exposed to the Portland environment. He said he contacted the US weather bureau and learned that the sulfur dioxide content in the air in Portland increases 3 to 4 times in the winter time compared to other times of the year. He said this is a far more corrosive atmosphere than the rural atmosphere in Vancouver, B.C. He said that neither his nor Harlan's reports could accurately predict the exact amount of zinc paint loss which would be experienced in Portland and for this reason he felt that the State should accept an average of 2 mils on the girders in Portland. Mr. Johnson replied that the State's acceptance criteria would be a minimum of 2 mils and any paint that had less than 2 mils of thickness would have to be repaired.

Mr. Smith asked Mr. Harlan about his feelings regarding tolerances for paint thickness readings. Mr. Harlon replied that he felt that whatever tolerances were applicable to the measuring instrument should be added to the minimum requirement, that is, if the minimum thickness requirement is 2 mils and the accuracy of the measuring tool is plus or minus ½ mil, then the minimum acceptable reading should be 2½ mils in order to guarantee that no thickness will be less than 2 mils.

At this point Mr. Graham Higgins requested that the meeting be temporarily recessed in order that the Canron people could assess their position. After about 20 or 30 minutes the meeting was reconvened at which time Mr. Higgins expressed his company's position as follows:

> Canron is not responsible for the zinc paint loss in Portland nor for future paint losses which they feel will occur as time elapses. They have submitted a written report on the zinc deterioration which they have supplemented with oral comments regarding the weather environment in Portland and they don't feel that the State has sufficiently considered this data. They agreed that the State and the Contractor should reach an agreement on the method of making the paint thickness measurements of the paint on the outsides of the girders.

Mr. Johnson reiterated the State's position that it is felt that the two zinc reports come to the same conclusion and that therefore, the State has no choice to ask the Contractor's to repair the deficient zinc.

R. L. Schroeder
Metropolitan Engineer

By:

Edward L Hardt

Edward L. Hardt
Assistant Metropolitan Engineer

ELH:pb

Form E-200-5M

I-405-8(23)304
7311

STATE COPY 6-1P

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED EFFECTIVE DATE 1-16-71
Contingent upon modification of project agreement if additional funds are required
BY
TITLE Dist. Engineer
DATE 8-19-71

FEDERAL HIGHWAY ADMINISTRATION

Project Name East Fremont Interchange Unit B
Highway Stadium Freeway
County Multnomah
Contractor Drake-Willamette, Joint Venturers
Address 1201 North Loring St., Portland, Oregon 97227

Date July 27 1971
Contract No. 7311
Prefix 626-1018
F. A. Project No. I-405-8(23)304
Order No. 9

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Remove concrete walls, slope high bank areas adjacent to walks, remove paved alley and complete leveling and shaping of areas as specified by Section 120-1.1 and 1.3 of the Special Provisions.

1. Maximum equipment rental rates allowable as per A.G.C. Agreement.
2. Percentage allowed contractor is in accordance with the executed contract.

Location by station numbers:

Wall Removal WE 332+333 Lt. & N. Mississippi between Morris and Monroe Sts.
Paved alley EW 326+00 Rt.
Slope banks and shaping work throughout project.

Estimate of quantities and cost:

Equipment	$4,000.00
Labor	2,000.00
Materials	300.00
Total	$6,300.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") Section 120, not of sufficient Equipment specified in Special Provisions, capacity and not enough time provided for this work. Larger Tractor and Loader needed to handle removal of walls and grading. All work within Federal Aid portion of contract. Work has not been done.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization $9,450,459.11
Present estimate of project cost, including $6,300.00 for work under this order $9,498,354.65
Expected ~~under-run~~ over-run amount $39,895.54
Expected ~~under-run~~ over-run per cent 0.421%

Space to right of this line is for use of Salem Office

NOTED
TOM EDWARDS

Submitted by: Resident Engineer

Approval Recommended: Division Engineer

Approval Recommended: Construction Engineer for Bridge Engineer

Approved: Deputy State Highway Engineer, Assistant State Highway Engineer Office

8-16-71

SP

RECEIVED
FOR FILING

DONALD M. DRAKE COMPANY
1740 N.W. Flanders Street
Portland, Oregon 97208

WILLAMETTE-WESTERN CORPORATION
Foot of N. Portsmouth Avenue
Portland, Oregon 97203

DRAKE - WILLAMETTE JOINT VENTURERS
EAST FREMONT INTERCHANGE PROJECTS
1201 N. Loring Street
Portland, Oregon 97227

I-405-8(23)804
7311

July 13, 1971

Oregon State Highway Department - Metro Division
1101 N. Russell Street
Portland, Oregon 97227

Attention: Robert E. Shotwell, Resident Bridge Engineer

Reference: East Fremont Interchange
O.S.H.D. Contract No. 7310 and 7311
Vinyl Painting

Gentlemen:

Confirming phone conversations held last week regarding a breakdown of costs for furnishing and installing the second coat of vinyl paint on the subject contract girder exteriors only, the following substantiating data is listed:

1.	Labor cost - approximately	$103,000.00
2.	Equipment cost - approximately	23,000.00
3.	Materials cost - approximately	9,000.00
	Estimated total	$135,000.00

(See Drake-Willamette's quote letter of June 18, 1971.)

Note that these costs include the 15% allowable markup to the general contractor.

An approximate estimate of 800 Mandays was mentioned to accomplish this additional work.

It was also related that 1800 to 2000 additional gallons of vinyl paint would be required, as indicated above, because of human error (painting too thick - over 5 mils) and overspray along edge areas.

It was also again mentioned that all other conditions of D-W's quote letter of June 18, 1971, regarding time extension, damages, etc. will still apply.

Very truly yours,

John R. Gray

John R. Gray
Project Engineer

dj

RECEIVED
JUL 16 1971
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
A. E. JOHNSON

RECEIVED
SEP 17 1971
FOR FILING

I-405-8(22)304
7511

[illegible] STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97201
July 23, 1971

To: Memo to the Files

SUBJECT: East Portal, Interchange
[illegible] (I-405) [illegible]
West Fremont Interchange
Contract No. 7211
Vinyl Paint

RECEIVED
JUL [illegible] 1971
OFFICE OF
STATE HIGHWAY ENGINEER

A meeting was held in the Metropolitan conference room at [illegible] p.m. on July 12, 1971 to discuss the current status of vinyl painting on the subject projects. The meeting was called by Mr. A. W. Johnson to acquaint the contractors with the results of [illegible]'s experimental vinyl painting recently done. Listed below are those who attended this meeting.

[illegible] Wigge	[illegible]
John Gray	" "
[illegible] Smith	" "
[illegible] Grant	" "
[illegible] Owen	[illegible]
Bob Everett	[illegible]
Ralph Hannon	" "
[illegible] Kreitzer, Jr.	Industrial Painting & Sandblasting
[illegible] Kreitzer	" " "
[illegible] Johnson	OSHD
[illegible] Schroeder	"
[illegible]	"
[illegible] Shotwell	"
[illegible] Howard	"
[illegible] Lobaugh	"

[illegible] a copy of this memo.

[illegible] opened the meeting by describing the various [illegible] performed on the [illegible] project using [illegible] vinyl formulation [illegible] in an attempt to [illegible] applying the vinyl [illegible] without bubbles [illegible] had been prepared [illegible] was circulated [illegible] these tests [illegible] mentioned that [illegible] which were evident [illegible] applied [illegible] these tests, [illegible] of several [illegible] probably [illegible] necessary [illegible] told of [illegible] these tests [illegible] in an attempt to [illegible] two-coat paint system [illegible] with the original vinyl formulation applied [illegible] coat showed an acceptable surface. Under these circumstances there was no justification to go to a two-coat system and so our present plan is to proceed with Enjay's standard vinyl using the Toluene-based thinner.

With regard to thinning this paint, even though the job specifications state that it shall be delivered ready for use without thinning, the State will allow the Contractors to add a "nominal" amount of thinner. He cautioned the Contractors to avoid the use of straight MEK thinner as this appeared to aggravate the bubbling condition.

Mr. Johnson also told those present that the color of the finish coat for the bridge and its approaches should be changed to Celadon Green and that letters were being sent to confirm this.

A general discussion regarding bubbling of vinyls ensued and it was the consensus of the Contractors present that nothing new had evolved from the State's test program for vinyl since we were right back from where we started from last fall. They asked what we would do when the vinyl starts bubbling again and requested some sort of backup alternate to be used in order to keep the painting work going if and when the bubbling starts.

The question of switching paint suppliers from Enjay to Carboline was also discussed. Mr. Johnson said that the State did not object to changing paint suppliers if requested by the Contractor if some other kind of paint could do a better job. Bob Everett proposed that the State reject the Enjay vinyl based on the fact that its viscosity is such that the thinning necessary for proper application takes it out of our specifications for solids contained and weight per gallon and then to pay Anderson-[illegible] $7,000 as the extra cost of the Carboline paint. No definite conclusions were reached regarding such a change.

Mr. Johnson mentioned a problem which we have just discovered on the East Fremont project. It seems that a number of girders which had previously had their shop paint repaired where rust was showing are now showing new areas of rust in previously unrepaired areas. The assumption is that the rusting of the girders is progressive and the new rust has become visible to the eye subsequent to the first repairs. The State's position is that these rusty areas must be repaired in a similar fashion to that already done prior to the application of the vinyl top-coat.

L. L. Schroeder
Metropolitan Engineer

By:

ORIGINAL SIGNED BY EDWARD L. HARDT

Edward L. Hardt,
Assistant Metropolitan Engineer

ELH:pb
cc: [illegible] w/attach.
[illegible] Bros. "
[illegible] "
Robert Cunningham "

TABULATION SHEET

OREGON STATE HIGHWAY DEPARTMENT

SHEET .... OF .... SHEETS

Vinyl Paint Experiments — West Fremont

Cont. [illegible]

Ref. Data – [illegible]

ENJAY MAT'L

Sec No.	Zinc	Tie Coat	Vinyl	2nd Coat Vinyl	Dry Thick Vinyl	Surface Accepted	Remarks
1	193 old	6575	4518	—	4 mil.	No	Extensive Bubbling
2	193 old	6520	4518	–	5½ mil	No	Large Pinholes near top of web.
3	193 old	5520	4518	–	7 mil	Yes	Limited Bubbling on stiffeners.
4	193 old	—	4518	4518 Applied 10 min after 1st C.	7 mil	Yes	Same as ③ 1st C. Fine pinholing on 2nd coat.
5	193 old	—	4518	4518 2 minutes after	7 mil	Yes	Same as ③
5	193 old	—	4518	—	5 mil	Yes	Same as ③
6	193 old	—	5537	5537 [illegible] hrs after 1st C.	7 mil	Yes	Same as ③
6	193 old	—	5537	—	7 mil	Yes	Same as ③

PAINT 193 old = Zinc applied by Canron @ plant. No areas repaired.
6575 = Chlorinated rubber-zinc primer
6520 = Red Color vinyl primer
5520 = Blue tie coat
4518 = Slower drying vinyl thinned with 1qt/5gal MEK-Toluene Thinner
5537 = Regular vinyl thinned with 1qt/5gal MEK-Tol.

EQUIPMENT – 24:1 Airless with 100 psi from compressor. Viscosity of both 5537 and 4518 too heavy to apply properly. Additional thinning of 5537 would [illegible] wt/gal and Total solids below minimum specified.

TABULATION SHEET

OREGON STATE HIGHWAY DEPARTMENT

SHEET .... OF .... SHEETS

VINYL PAINT EXPERIMENTS — WEST FREMONT

[illegible]

Work Done - 7/1/71

CARBOLINE MAT'L

Bay No.	Zinc	Tie Coat	Vinyl	2nd Coat Vinyl	Thickness of Vinyl	Surface [illegible]	Remarks
9,10&12	[illegible]	—	936-1	—	3 to 11 mil	Yes	Occasional Fine pinholing near Horiz stiff. [illegible]
9	193-01	—	936-1	936-1 5 min later	11 to 15 mil	Yes	Same as above
3 Rt. Girder	193-01	—	936-1*	—	7 mil	Yes	Same as above
4 Rt. Girder	193-01	—	936-1**	—	7 mil	Yes	Same as above slightly more pinholing.

PAINT 193-01 - Zinc applied by [illegible]
936-1 - Carboline vinyl, no thinner
936-1* - 5% #25 thinner added
936-1** - 10% 〃 〃 〃

EQUIP USED - 30:1 Graco airless with 20 gal. [illegible]

Vinyl applies easily with or without thinner. High solids content caused some problem in maintaining desired 5 mil thickness.

RECEIVED
JUL 18 1971
FOR FILING

I-405-1(38)224
7311

July 12, 1971

Harlan Associates, Inc.
11 Duboce Avenue
San Francisco, CA 94103

Attention: Mr. Harold Harlan, Jr.
Technical Director

Gentlemen:

This will acknowledge receipt of your report dated 30 June, 1971, concerning variations of film thicknesses of inorganic zinc coatings applied to portions of the East and West Fremont Interchange Sections of the Fremont Bridge in Portland.

I am returning herewith your report dated 25 June, 1971, which was revised by the above-mentioned report.

Very truly yours,

R. L. Porter
State Highway Engineer

By

A. E. Johnson
Assistant State Highway Engineer

AEJ:ms
att.
cc R. L. Porter
Tom Edwards
I. D. Merchant
Ed Hardt

RECEIVED
JUL 13 1971
FOR FILING

I-405-8(33)304
7311

July 12, 1971

Andersen-Hannan
Post Office Box 13367
Portland, OR 97213

Drake-Willamette
1201 N. Loring
Portland, OR 97227

Gentlemen:

Enclosed is a copy of a report by Harlan Associates, Inc. concerning variations in film thicknesses of inorganic zinc coatings applied to portions of the East and West Fremont Interchange Sections of the Fremont Bridge in Portland. These copies are being furnished to you at the request of Mr. Franklin Drake in order that you may have an opportunity to go over them prior to our scheduled meeting on July 21.

As a matter offair play, it is requested that you furnish me with a copy of Can Test's report concerning the same subject prior to our meeting.

Very truly yours,

R. L. Porter
State Highway Engineer

By

A. E. Johnson
Assistant State Highway Engineer

AEJ:ms
Att.
cc R. L. Porter
Tom Edwards
I. D. Merchant
Ed Hardt/att

HARLAN *Associates, Inc.*
PAINT RESEARCH LABORATORY
11 DUBOCE AVENUE - SAN FRANCISCO, CALIFORNIA 94103
621-7245
AREA CODE 415

30 June 1971

Our File: P-5711

AIRMAIL

This report is presented as the confidential property of our clients. For our mutual protection, authorization for publication in any manner is reserved pending our written consent.

Department of Transportation
Highway Division
138 State Highway Building
Salem, Oregon 97310

Attention: Mr. A. E. Johnson, Assistant Highway Engineer

Gentlemen:

1. This report covers observations, examinations and tests completed to date with regard to variation in film thicknesses of inorganic zinc coatings applied to portions of the East and West Fremont Interchange Sections of the Fremont Bridge, Portland, Oregon.

2. The writer observed the metal preparation and painting procedures in operation 6 April 1971 at Canron Plant II in Vancouver, B.C.

2.1 Blast removal of rust, mill scale and debris from the surface of the girder appeared satisfactory.

2.2 The paint was spray applied. During our observation, a coat of Rust-Ban 193 was applied, the film thickness checked by a wet gage, and an additional coat of Rust-Ban 193 immediately applied while the first coat was still wet. No sagging or running of the coating was noted.

2.3 Inspection of application of the 6851 curing accelerator was difficult because of the saturation of the air with acid spray: however, observation of a portion of a curing agent treated girder during a "Coffee Break" period, indicated the 6851 was being applied to achieve a full wet coat. The full wet coat application of 6851 curing accelerator was later confirmed verbally by Mr. John Wulf of Corrosion Coatings Ltd.

This report is presented as the confidential property of our clients. For our mutual protection, authorization for publication in any manner is reserved pending our written consent.

2.4 Film thicknesses were measured on a Rust-Ban primed and 6851 post cured treated girder marked D9T, while the girder was still under cover in the blasting and coating shed. Film thicknesses ranged from 3.0 to 3.5 mils when examined by a Tooke gage.

2.4.1 Girder D9T was then moved out of the shed into a moderately heavy rain. Bubbling of the surface was observed where wetted by the rain: however, laboratory tests indicate a bubbling action of water wetted Rust-Ban 193 occurs whether the Rust-Ban 193 has been post cured or not and is, in our opinion, a result of displacement of the air trapped within the pores of the highly porous Rust-Ban 193 coating.

2.5 Girder A3L, mounted on a barge in Vancouver was examined for film thickness using a Tooke gage. A film thickness of 4.5 mils was observed in Vancouver on 6 April 1971. The same Girder was examined in Portland (still barge mounted) on 15 April 1971 and no film thickness change was noted. The time differential, in our opinion, was too short to allow any meaningful conclusions to be made with regard to loss of zinc.

2.5.1 The coating on a section of barge mounted Girder A2L wetted by rain was found to be soft and easily removed by scraping in comparison with other girder coated areas also wetted with rain. The same area was checked again in Portland and found to be hard and adherent (coating dry at time of 15 April 1971 Portland examination). Duplication of a similar condition has not been possible in this laboratory to date.

2.6 Mr. Dale Davies of Canron and the writer examined panels prepared by Can Test Ltd. in conjunction with Canron and exposed to the elements near the beach in Vancouver. Mr. Davies stated that no loss of film thickness had been observed in the 14 to 21 day period the panels had been exposed. The coating on the panels was hard and adherent.

3. The writer's observations at Canron Plant II made in Vancouver 6 April 1971, discussions with Mr. John J. Wulf of Corrosion Coatings, Ltd., sandblasting and paint contractor on job at Canron and Pittsburgh Testing laboratory Report dated 26 March 1971 resulted in our laboratory's adoption of the following laboratory test panel preparation procedure.

3.1 Steel panels were sandblasted to a blast pattern of approximately 0.5 mil and coated with Rust-Ban 193 applied by spray to achieve a dry film thickness of 3 mils minimum. Panels were allowed to dry for 4 hours at 70° F. and 50-60% relative humidity.

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3.1.1 Film thicknesses of the coated panels were measured and a series of panels treated with Enjay 6851 Curing Accelerator. The accelerator was applied at 400 square feet per gallon (the application rate indicated by Mr. Lawry as used at Canron) and 260 square feet per gallon (the value determined in this laboratory as required to achieve a full wet coat application of Curing Accelerator when applied to Rust-Ban 193, 3 mils minimum dry film thickness). The Curing Accelerator treated panels were allowed to dry one hour, film thicknesses again measured and a series of panels consisting of one panel without Curing Accelerator, one panel with Curing Accelerator applied at 400 square feet per gallon and one panel with Curing Accelerator applied at 260 square feet per gallon were subjected to the following tests.

3.1.1.1 Weathering by acceleration, Federal Test Method 141a, Method 6151.

3.1.1.2 Continuous water spray, ambient temperatures.

3.1.1.3 Alternate cycles of water spray (8 hours at 40° F.) and storage at 16 hours dry storage at 40° F. During weekend periods, the panels were continously stored at 40° F.

3.1.1.4 Salt Fog, ASTM B-117.

3.1.1.5 One series of panels was stored at ambient temperature and humidity as controls.

3.2 At the conclusion of the test period, the panels were allowed to recover for a period of four hours at 70° F. and 50-60% relative humidity prior to measuring of film thicknesses.

3.3 Results to date indicate the following:

3.3.1 With regard to the control panels application of the Curing Accelerator increases the apparent film thickness of the coating by +0.1 to +0.5 mil dependent upon the amount of Curing Accelerator applied. Eighteen hours after application and four weeks after application the apparent film thickness change determined for control panels is ± 0.1 mil.

3.3.2 After 400 hours of weathering by acceleration, in our opinion equivalent to one year exterior exposure, apparent film thickness variations are: no Curing Accelerator, -0.2 mils; 400 square feet per gallon Curing Accelerator, -0.2 mils; 260 square feet per gallon Curing Accelerator, -0.3 mils.

3.3.3 Continuous water spray, ambient temperature, three weeks exposure: no Curing Accelerator, -0.4 mil; 400 square feet per gallon Curing Accelerator, -0.2 mil; 260 square feet per gallon Curing Accelerator, -0.5 mil.

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3.3.4 Cold water spray and storage cycling, three week exposure: no Curing Accelerator, -0.3 mil; 400 square feet per gallon, -0.3 mil; 260 square feet per gallon, -0.5 mil.

3.3.5 Salt Fog exposure, 250 hours: no Curing Accelerator, -0.4 mil: 400 square feet per gallon Curing Accelerator, -0.4: 260 square feet per gallon Curing Accelerator, -0.3 mil.

3.4 Measurements were made by micrometer, loose zinc corrosion products removed prior to measuring.

4. In our opinion, application of Enjay Rust-Ban 193 in a continuous film at a dry film thickness of 3 mils minimum and post cured with Enjay Curing Accelerator 6851 as per paragraph 3.1 above, will yield a rust inhibitive coating resistant to adverse weather conditions. A maximum change in film thickness of -0.5 mil has occurred for panels subjected to accelerated aging tests and, in our opinion, represents the maximum average change in film thickness that may occur between new and aged, properly applied and post cured, Rust-Ban 193 when exposed to the elements for a period of six to twelve months.

Respectfully submitted,

H. R. Harlan Jr.

Harold R. Harlan Jr., Technical Director

HARLAN ASSOCIATES, INC.

HRHJr:mp
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REPLY TO:
DAVID L. MUTH
P. O. BOX 116
MERCER ISLAND, WASH. 98040
PHONE: (206) 232-5545

July 6, 1971

Mr. A. E. Johnson
Assistant State Highway Engineer
Highway Division
Department of Transportation
138 State Highway Division
Salem, Oregon 97310

Dear Mr. Johnson:

Subject: Freemont Bridge Painting

Thank you for taking the time to examine test applications of Polyclad 936-1, our high build vinyl, on West Freemont, on July 2.

Inorganic zinc coatings are an answer to a corrosion engineer's prayer, and I am sincerely sorry that your first attempt at utilizing them on a bridge have presented new problems. This can only hurt our industry as well as yours. We worked hard to sell our system, which we thought was better, but were outsold by the competition. Such is life.

In any event, the products that we are commending to you as a solution to the application problems being encountered, are the same ones that we presented when the job was being bid. Carbo Zinc 11, our patented ethyl silicate inorganic zinc is the primer and 936-1 is the finish. Carbo Zinc 11 is listed on both Navy specifications, as required by the original Freemont Specifications, and, it meets the new revised specifications used by the States of Washington and Oregon, which rule out water borne inorganic zinc coatings.

936-1 is the result of years of evolution, and was formulated specifically for topcoating inorganic zinc coatings. I am amazed and proud that 936-1 can go over inorganic zinc without bubbling or pinholing considering that it has 20% more solids than most high build vinyls I know of.

TEST RESULTS

Polyclad 936-1 can be successfully applied over clean and dry Rust Ban 191 or 193 that is new or old, warm or cold, at package consistency with no thinning, in excess of 5 mils in one coat, with less pump pressure and with greater ease, faster production, with only minor dimpling, cratering, and virtually no bubbles or pinholes.

By applying the unthinned material in two pass, or in one pass with 5-10% thinner added, a blemish-free surface is obtained. Even with thinning, our solids content is above the minimum allowed in the specifications. If you can buy a few non-pinholing craters and dimples per 100 ft.^{2}, the one coat application straight from the bucket would be the most economical. However, to sell the change to the Federal Highway people, perhaps the thinned coat is the best.

As I see it, to continue to use the present system will violate the specifications, no matter how the contractor proceeds. This violation does not necessarily improve the job, but can cause further problems and uncertainties.

Switching to Carboline vinyl will also violate the specifications* but in a way that will improve the job obtained, and with greater ease and less interruptions. I am sure that the taxpayers would rather have the specifications violated and get an excellent job than to violate them and get a poor or questionable job.

However, if the inorganic zinc primer refurbishing is done with Carbo Zinc 11, it could be argued that the finish coat will then be made by the supplier of the inorganic zinc primer.

PRECEDENTS FOR CHANGE

There are many precedents to back you up in changing to Carboline:

1. Numerous bridges around the country have been coated with our Carbo Zinc 11 primed systems as far back as 1962. (See attached list)

2. Numerous Pacific Northwest bridges have been primed with Carbo Zinc 11, and have met the Northwest conditions both in the shop and in the field with no concern for special treatment or for weather conditions. The Yaquina Bay Bridge underdeck was coated with the same system as I am suggesting here, last fall, and is considered to be successful after less than a year, because other coatings would have shown evidence of breakdown by now.

3. The Snohomish Bridge in Everett, Wash. was primed with the same formula as the Freemont interchanges. After the fabricator had exhausted all methods suggested, Carbo Zinc 11 was introduced to the job, and turned a possible fiasco into a successful job. Carbo Zinc was applied over the same primer as you have on West Freemont, and the coatings look excellent after nearly 4 years in a strong pulp mill atmosphere. Formulation vinyls were used as finish coats.

4. Oregon Bridge and Highway Maintenance Divisions have been using Carbo Zinc 11 and 936-1 for repair work. In May, I received an order from Astoria to repaint some small portions. Interestingly, they did not order the product used there on last year's maintenance contract.

5. The Federal Highway Administration has the Horsetail Falls Bridge in the North Cascades that was coated with 2 coats of Carbo Zinc 11. This fact can't hurt us in trying to make a change on Freemont.

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* Page 59 para (a)

CONCLUSION

The application difficulties with the present system could result in increased costs, more hassles, with a chance of a future problem with discoloration. The latter is hearsay only.

To switch to Carboline will result in a slight increase in cost, depending on which route you take, but the increase in cost will buy added value for the taxpayers. The contractors will have an easier material to work with that should increase production rates and meet your schedules easier. You will have fewer rejections to contend with and the morale of all concerned is bound to improve.

Carbo Zinc 11 and Polyclad 936-1 are compatible with clean and dry Rust Ban 191, Rust Ban 193 and Mobil Zinc 1.

We will provide, at our expense, enough field service to adequately train field applicators and inspection personnel in proper application proceedures for the above products. In addition, I will be available on a periodic basis to consult and advise on the job for the duration of work. I will also be interested to follow and document performance as years go on.

Carboline is one of the top, if not THE TOP, supplier of corrosion resistant coating systems, as a result of 25 years of specialization. We are in no other business. Our technical research department is second to none in the industry, and our long list of innovations and field successes attest to it.

Considering all the above, I believe that Oregon Highway Division is fully justified in changing to Carboline products for the remainder of the Freemont Bridge Project. I will look forward to seeing successful completion of the job.

Very truly yours,

David L Muth

David L. Muth

CARBOLINE COMPANY

Attachments
cc: Ivan Merchant
    Edward Hardt
    John Howard
    St. Louis-SLS, JDB

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CASE HISTORIES OF BRIDGE JOBS

1.	Louisiana State Highway Department Houma, Louisiana	Floating Bridge - 1962 Carbo Zinc 11 + Carboline 190HB
2.	U. S. Marine Corps Reservation Camp Lejeune, North Carolina	Onslow Beach Bridge Carbo Zinc 11 - 1964
3.	Illinois State Highway Department	Poplar Street Bridge, St. Louis, Mo. Carbo Zinc 11 + Carbomastic 14 - 1967
4.	Texas State Highway Department	Lake Travis Bridge, Austin, Texas Carbo Zinc 11, 190HB - 1967
5.	New Hampshire State Highway Department	Merrimack River Bridge Carbo Zinc 11 + 1294 - 1968
6.	City of Toledo, Ohio	Various Bridges Carbo Zinc 11 + 1294 - 1968
7.	North Carolina State Highway Department	Oregon Inlet Bridge Carbo Zinc 11 + Carbomastic 14 - 1968
8.	North Carolina State Highway Department	Carolina Beach Bridge Carbo Zinc 11 + Carbomastic 14 - 1968
9.	Bureau of Public Roads	Upper Skagit River, Horse Tail Falls Bridge, Washington Carbo Zinc 11, 2 coats - 6 mils - 1967
10.	Washington State Highway Department	Northern Cross Bridge Carbo Zinc 11 - formulation vinyls - 196
11.	Washington State Highway Department	Snohomish Bridge Carbo Zinc 11- formulation vinyls-1968/9
12.	Washington State Highway Department	Central Ferry Bridge Carbo Zinc 11 - formulation vinyls - 196
13.	City of Toronto, Ontario	Don Pedro Expressway Bridge Carbo Zinc 11 + Polyclad 936-1 - 1969
14.	Corps of Engineers Cape Kennedy Space Center (NASA)	Haulover Canal Bridge, Merritt Isle, Fla Carbo Zinc 11 - 4 to 6 mils - 1969
15.	State of Florida Department of Transportation	Fuller Warren Bridge Carboline 676 - 4 to 6 mils, Admiral HA 500 Aluminum - 1½ mils, 1969-1970
16.	County Engineer Volusia County, Florida	Seabreeze Bridge Carboline 676 + 1294 - 1969
17.	State of Florida Department of Transportation	St. Augustine Bridge Carboline 676 - 4 to 6 mils, 1294 - 2 to 3 mils - 1968
18.	County Engineer Volusia County, Florida	High Bridge Intercoastal Waterway Carbo Zinc 11 - 4 to 6 mils

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POINTS FAVORING CARBO ZINC 11 FOR STRUCTURAL STEEL

Carbo Zinc 11 is a near ideal primer and single coat for blasted steel on both shop and field applications. It is most important in our coating systems and merits special consideration as follows:

Type of Product: Inorganic zinc primer

Type of Binder: Self-curing, solvent-base, partially hydrolyzed ethyl silicate

Surface Preparation: Blast to commercial grade, SSPC SP6-63, for non-immersion service

List of Points Favoring Carbo Zinc 11 Primer:

1. Gives maximum protection against corrosion at minimum cost to the Highway Department in cents/square foot/year and to the steel fabricator in ease of application and in reduced field touchup required.

2. Protects by galvanic action like galvanizing. There is no organic material in Carbo Zinc 11 to encapsulate zinc powder, thus zinc is in contact with steel for maximum efficiency.

3. Based on Points 1 and 2, there is no corrosion undercutting at points of damage and no sub-film corrosion and blistering of Carbo Zinc 11 films.

4. Has outstanding adhesion to steel as a result of binder type, good wetting of steel by the solvent base, and other factors of the formulation.

5. Based on these factors and confirmed over a period of thirteen years, Carbo Zinc 11 performs well over steel blasted to Commercial Grade (SSPC SP6-63) as specified in Carboline Application Instructions. Neither near-white nor white metal blast is required for non-immersion service.

6. Cures rapidly - as a rough average, steel can be turned with clamps in 30 minutes after coating. Shipyards turn steel almost immediately (5 or 6 minutes) and touch up the points of contact if required. Steel can usually be shipped within 3 hours after coating.

7. Carbo Zinc 11 does not skin from the steel like organic zinc and other organic primers. It is damaged only at the point of contact and usually not through to the steel.

8. Shop primed steel holds up well during shipment. There is minimal damage, usually less than 1%, which is easy to touch up.

9. Carbo Zinc 11 may be applied under a wide range of temperatures from 0°F to 200°F.

CASE HISTORIES OF BRIDGE JOBS

19.	Washington State Highway Department	154th Street Bridge Riverton, Seattle, Washington Carbo Zinc 11 - 1970
20.	Washington State Highway Department	Kalama Interchange Carbo Zinc 11 + formulation vinyl - 1970
21.	Washington State Highway Department	Stillaguomish, Marysville, Wash. Carbo Zinc 11 - 1970
22.	Oregon State Highway Department	Yaquina River Bridge, Newport, Oregon Carbo Zinc 11 + 936-1
23.	Missouri State Highway Department	Hurricane Deck Bridge, Lake of Ozarks Camdenton, Missouri Carbo Zinc 11 + 936-1
24.	Newport River Bridge Morehead, North Carolina	1 coat Carbo Zinc 11 - 3 mils - 1970 1 coat Carbomastic 5-140 - 5 mils
25.	Missouri State Highway Department	Route V Bridge, New Haven, Missouri Carbo Zinc 11 - 1970
26.	Missouri State Highway Department	Highway 19 Bridge, Hermann, Missouri Carbo Zinc 11 + 936-1 - 1970
27.	Missouri State Highway Department	Route S Bridge, Howard County, Mo. Carbo Zinc 11 - 1970
28.	Missouri State Highway Department	Route 40 TR Bridge, St. Louis County, Mo Carbo Zinc 11 - 1970

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POINTS FAVORING CARBO ZINC 11 FOR STRUCTURAL STEEL (2)

10. Twenty minutes after application Carbo Zinc 11 can be sprayed with water or subjected to rain or dew with no damage to the film. This is important for outdoor application, both in winter and summer.

11. Carbo Zinc 11 adhesion is not sensitive to depth of blast profile. To emphasize the point, bolts can be solvent cleaned and dipped in Carbo Zinc 11 for added protection. Adhesion is good.

12. Carbo Zinc 11 is easy to apply at uniform thickness and thickness is not critical. Up to 6 mils or even more may be applied without mud cracking or adhesion loss.

13. Carbo Zinc 11 can be top coated at any time, even after years of exposure. It is only necessary to remove dust, dirt, etc. by brushing.

14. Friction-grip faying surfaces of steel beams hold better when coated with Carbo Zinc 11 than when uncoated. This eliminates blocking of ends of certain beams and reduces application time and cost. Also improves protection.

    This is documented by reports from Lehigh University and The Steel Company of Canada, Ltd. Also we have large projects coated in this manner.

15. Steel primed with Carbo Zinc 11 may be welded in the same manner as hot dip galvanized steel.

16. Service is a strong part of Carboline's policy. We have qualified men throughout the United States and a number of Field Service Engineers in St. Louis from whom to draw in servicing you.

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CARBO ZINC 11 -- MATERIAL SPECIFICATION

COATING REQUIREMENTS-CS-CZ-1

1.1 Carbo Zinc 11, a self curing inorganic coating formulated with powdered zinc filler to prevent undercutting corrosion and to provide galvanic protection to steel, shall meet the following quantitative requirements:

Non-volatile content of resin-filler combination - 80% ± 2% by weight

Non-volatile yield per gallon kit* of material - 1000 mil ft. based on volume of dry film.
Theoretical coverage per gallon kit* @ 3 mils dry film thickness on flat, smooth surfaces - 333 sq. ft.

Working time (pot life) @ 75° F. - 12 hours. (5 gallon kit or less mix)

* 1 gallon kit consists of the proper amounts of resin and zinc filler which, when mixed, result in a full gallon.

CHEMICAL RESISTANCE CS-CZ-2

2.1 One coat, 2½-3 mils thick, shall be applied in accordance with Carboline's current instructions on all surfaces of 2" x 5" x 1/8" steel panels. The panels shall be of cold rolled steel, dust free, degreased properly with an aromatic solvent like xylol. No blasting or etching of the steel panels is allowed.

2.1.1 Fresh Water Resistance
After drying two (2) hours @ 75° ± 5° F and 75-85% relative humidity, panels shall be scribed with an X of at least 2 inch legs down to the base metal and immersed in fresh tap water at 75°F ± 5°F. The panels shall be examined after 7, 14 and 30 days and shall show no rusting, blistering or softening.

2.1.2 Salt Water Resistance
After drying two (2) hours @ 75° ± 5°F and 75-85% relative humidity, panels shall be scribed with an X of at least 2 inch legs down to the base metal and immersed in 5% sodium chloride at 75° F ± 5°F. The panels shall be examined after 7, 14 and 30 days and shall show no rusting, blistering or softening. Solution shall be changed after each grading period.

2.1.3 Weathering Resistance
A panel prepared as stated under 2.1 shall be allowed to dry only 20 minutes minimum, 30 minutes maximum, at 75° F ± 5° F and 75-85% relative humidity and placed in a weatherometer operating on a 17-3 cycle, 165° F black surface temperature, in accordance with ASTM method E-4257 Type D. Place the panel on test at the beginning of the wet cycle. After 500 hours and 1000 hours continuous exposure, the coating shall be examined and show no rusting, loss of adhesion to steel or blistering.

2.1.4 Weathering and Salt Fog Resistance
A panel shall be placed in the weatherometer as in 2.1.3 for 300 hours. After this, remove and scribe the coating with an X of at least 2 inch legs down to the base metal. Expose the panel in a salt fog cabinet, 10% by weight sodium chloride in the fog, operating in accordance with ASTM B-117-57T. After 400 hours continuous exposure, the coating shall show neither loss of bond, nor rusting or blistering beyond 1/16" from the center of the scratch.

2.1.5 Resistance to Flowing Cold Water 20 Minutes After Application
A panel shall be placed 6" - 8" under a ½" diameter water tap delivering 5 gallons per minute fresh water at 65° F ± 10° F. The panel shall remain under this direct water flow for 30 minutes and at the end of this period, the coating shall be unaffected. The panel shall show no rusting, after 24 hours in air following the water test.

2.1.6 Resistance to Flowing Hot Water 20 Minutes After Application
A panel shall be placed 6" - 8" under a ½" diameter water tap delivering 5 gallons per minute fresh water at 140° F ± 10° F. The panel shall remain under this direct water flow for 30 minutes and at the end of this period, the coating shall be unaffected. The panel shall show no rusting, after 24 hours in air following the water test.

2.1.7 Resistance to Elevated Temperatures & Thermal Shock
After 20 minutes dry time, a panel shall be exposed to 800° F for 1 hour, then quenched immediately in 65° F ± 5° F water. At the end of the test, the panel shall show no blistering or flaking of the coating.

2.1.8 Solvent Resistance
After drying 48 hours at room temperature 75° F ± 5° F and 75-85% relative humidity, panels shall be immersed in each of the following solvents at room temperature:

(a) Methylethyl ketone
(b) Toluol
(c) Trichloroethylene

The panels shall be examined after 2, 7 and 30 days and shall show no blistering, softening or rusting.

2.1.9 Water - Solvent Mixture Resistance
Panels for this test will be allowed 48 hours drying time at 75° F ± 5°F and 75-85% relative humidity. Panels shall be immersed in a mixture of 50% by volume water and the following solvents at room temperature:

(a) Methylethyl ketone
(b) Toluol
(c) Trichloroethylene

The panels shall be examined after 2, 7 and 30 days and shall show no blistering, softening or rusting. Solution shall be changed after each grading period.

SURFACE PREPARATION AND APPLICATION CS-CZ-3

Surface preparation and application procedures for Carbo Zinc 11 shall be in accordance with the manufacturer's current application instructions.

The technical data furnished is true and accurate to the best of our knowledge. However, no guarantee of accuracy is given or implied. We guarantee our products to conform to Carboline quality control. We assume no responsibility for coverage, performance or injuries resulting from use. Liability, if any, is limited to replacement of products. Prices and cost data shown are subject to change without prior notice.

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HIGH SOLIDS VINYL SPECIFICATION

Polyclad 936-1

The vehicle shall consist essentially of vinyl chloride copolymer resin dissolved in aromatic or ketone-aromatic solvents. The vinyl coat shall display compatibility with, and adhesion to, the cured inorganic zinc primer film when applied over the inorganic zinc primer surface in accordance with manufacturer's printed application instructions of the latest date.

The coating shall be supplied in a single package, at a consistency ready for use, and shall be well ground, and not caked, livered, skinned, or badly settled in the container.

When applied by brushing or spraying, the coating shall deposit a uniform dry film thickness of 5 mils without running or sagging. The vinyl finish coat shall contain not less than 28% pigment by weight and 22% vehicle by weight. Total solids by volume, not less than 33%. The weight per gallon shall be 9.5 ± 0.5 lb. at 77° F.

The vinyl finish coat shall not be applied when the surrounding air temperature is below 40° F. and shall not be applied when the temperature is expected to drop to 32° F. before the paint is dry.

The vinyl finish coat shall air dry at temperatures of 70°F. or above to a hard, tough film within 4 hours entirely by evaporation of solvents. It shall be dry to touch in about 20 minutes at 70° F. A protective coating system of one coat of inorganic zinc primer applied at 3 mils dry film thickness, topcoated with one coat of Polyclad 936-1 at 5 mils, after 1,000 hours in the weatherometer shall show only very slight discoloration and very slight chalking, and no blistering.

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PRODUCT DATA SHEET

CARBO ZINC 11®

U.S. Patent 3,056,684

SELECTION DATA

GENERIC TYPE: Self curing, zinc-filled inorganic coating. The coating consists of a basic zinc silicate complex. (Furnished in two parts, Base and Zinc Filler, which are mixed just before use.)

GENERAL PURPOSE: A virtually permanent patented inorganic zinc base coat that protects steel galvanically, eliminating sub-film corrosion. Has outstanding application properties.

RECOMMENDED USES: Carbo Zinc 11 is used as a single coat protection of steel structures in weathering and marine exposures and as a base coat for organic and inorganic topcoats in more severe services. Excellent for the interiors and exteriors of storage tanks containing fuels and organic solvents. Has many uses as a maintenance primer, with or without topcoats, depending on exposure. Used widely in chemical plants, paper mills, refineries and coastal or salt atmospheres including offshore structures. Carbo Zinc 11 conforms to Los Angeles Rule 66 and Bay Area Regulation 3.

NOT RECOMMENDED FOR: Immersion or in direct exposure to acids or alkalies.

TEMPERATURE RESISTANCE:
Maximum – Continuous 750° F
Maximum – Non-continuous 800° F
Minimum – Below minus 60° F

IMPACT RESISTANCE: Very Good

FLEXIBILITY:	**WEATHERING:**
Fair	Excellent

ABRASION RESISTANCE: Excellent. The abrasion resistance of Carbo Zinc 11 increases as the coating ages.

SURFACES: Steel, cast iron, galvanized steel, stainless steel, aluminum.

COMPATIBILITY WITH OTHER COATINGS: Use over uncoated surfaces, Carbo Zinc 11, Carbo Weld 11 and other zinc coatings as recommended.

SPECIFICATION DATA

SOLIDS CONTENT: By wt. 80% ± 2%

VOLUME OF DRY FILM – THEORETICAL: 1000 mil ft. per gal. kit.

FILM THICKNESS PER COAT: 3 mils

COVERAGE * PER GAL. KIT – VOLUME OF DRY FILM (THEORETICAL): 333 sq. ft. @ 3 mils. As measured by standardized Mikrotest or Elcometer.

***NOTE:** Material losses during mixing and application will vary and must be taken into consideration when estimating job requirements.

SURFACE PREPARATION: Remove oil and grease deposits. Commercial blasting is satisfactory for non-immersion service. White blasted steel is required for immersion service other than solvents. Pickled steel may be used. Since pickling processes vary obtain specific Carboline recommendation.

TOPCOAT: (Optional) – Can be topcoated with epoxy, epoxy-coal tar, vinyl, acrylic, silicone, modified phenolic and chlorinated rubber types. Consult with Carboline for specific recommendations.

APPLICATION DATA

TEMPERATURE AND HUMIDITY: (During application and drying.) Temperature 0° F to 200° F. Rel. humidity – as high as 95%. Can be applied over slightly damp surfaces.

SUGGESTED CURING TIME: At 50% relative humidity. (Prior to placing in immersion service or before applying topcoats).

85° F or higher	6 – 8 hours
60° F to 85° F	8 – 12 hours
40° F to 60° F	12 – 16 hours
0° F to 40° F	16 – 24 hours

For solvent immersion service allow 48 hours at 75° F or higher.

NUMBER OF COATS: Normally one.

METHOD OF APPLICATION: Spray. May be brushed for touchup.

SHELF LIFE: 9 months minimum.

COLORS:	**POT LIFE:**
Gray and Green	8 hours @ 75° F

THINNER USED: Carboline Thinner #33 (up to 1 quart per gallon.)

ORDERING INFORMATION

COST PER GALLON: FOB Xenia, Ohio – Net 30 days.

	1's	5's
Carbo Zinc 11 Gray or Green (Kit)	$14.20 Net	$12.80 Net
Carboline Thinner #33	3.20 Net	2.65 Net

THEORETICAL COST PER SQUARE FOOT – BASED ON VOLUME OF DRY FILM: 3.84¢ (3 mils)

THEORETICAL COST PER MIL FOOT: 1.28¢

FLASH POINT: (Cleveland Open Cup)

Carbo Zinc 11 Base Gray or Green	77° F
Carboline Thinner #33	140° F
Carbo Zinc 11, mixed and thinned, ready to spray	86° F

SHIPPING WEIGHT:

1 gallon kit	23#
5 gallon kit	113#
Carboline Thinner #33-per gallon	8.5#

CARBO ZINC 11 RESISTANCE TABLE

EXPOSURE		CLASS A CONTINUOUS IMMERSION	CLASS B HEAVY FUMES LITTLE, OR NO SPLASH, OR SPILLAGE	CLASS C OUTSIDE WEATHERING AND MILD FUMES
SALTS	Without Topcoat	Fair	Excellent	Excellent
	With Recommended Topcoat	Excellent	Excellent	Excellent
SOLVENTS	Without Topcoat	Excellent	Excellent	Excellent
	With Recommended Topcoat	Excellent	Excellent	Excellent
FRESH AND SALT WATER	Without Topcoat	Good	Excellent	Excellent
	With Recommended Topcoat	Excellent	Excellent	Excellent
ACIDS	Without Topcoat	Not Recommended	Not Recommended	Good
	With Recommended Topcoat	Not Recommended	Very Good	Excellent
ALKALIES	Without Topcoat	Not Recommended	Not Recommended	Fair
	With Recommended Topcoat	Not Recommended	Very Good	Excellent

	Class A	Class B		Class C
RECOMMENDED TOPCOATS OVER CARBO ZINC 11	Carboline 188 HB, 190 HB, 190 HBW, 191, 3912. Carbomastic #14	All of Class A. Phenoline 305, Polyclad 936-1, 2 c. Carboline 3630.	Polyclad 935 Tie Coat plus topcoats of Carboline 1294 or Polyclad 936-1	All of Class A and B. Versikote 53, Carboline 3300, 4631, 4674, 4685

OUTSTANDING PROPERTIES OF CARBO ZINC 11

1. Water insoluble 20 minutes after application.
2. Can be placed in immersion service within 6 hours.
3. Application can be made at 0° F and on surfaces as hot as 200° F.
4. No curing solutions are required.
5. Prevents sub-film corrosion. Protects galvanically.
6. Can be applied at thicknesses up to 6 mils per coat without danger of "mudcracking" or loss of adhesion.
7. In chemical and coastal areas has longer life expectancy than heavy galvanizing.
8. Unnecessary to neutralize, wash or scrub surface prior to topcoating.
9. Carbo Zinc 11 Gray does not contain lead or lead compounds.
10. Carbo Zinc 11 Gray and Carbo Zinc 11 Food Grade are non-toxic and can be used in food plants for immersion and non-immersion service.

CAUTION: Tank linings may be cleaned with steam. water or mild detergent solutions. Do not use acids or alkalies.

The technical data furnished is true and accurate to the best of our knowledge. However, no guarantee of accuracy is given or implied. We guarantee our products to conform to Carboline quality control. We assume no responsibility for coverage, performance or injuries resulting from use. Liability, if any, is limited to replacement of products. Prices and cost data shown are subject to change without prior notice.
NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SELLER, EXPRESS OR IMPLIED, STATUTORY, BY OPERATION OR LAW, OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

carboline

PRODUCT DATA SHEET

POLYCLAD 936-1

SELECTION DATA

GENERIC TYPE: Vinyl copolymer. Single package.

GENERAL PROPERTIES: A high build vinyl topcoat readily applied at thickness of 4 - 5 mils in one coat. Can be used directly over Carbo Zinc 11 and other inorganic zinc primers without a tiecoat. Has a low gloss finish and excellent color retention. Can be applied by conventional or airless spray. Builds up heavy thickness on sharp edges. Conforms to Los Angeles Rule 66 and Bay Area Regulation 3.

RECOMMENDED USES: Polyclad 936-1 is principally used as a topcoat directly over Carbo Zinc 11. Can also be used over suitable primers such as Rustbond Primer 6C. Gives excellent protection in industrial environments, including splash, spillage and fume service over vinyl or inorganic zinc primers. Areas of use would be structural steel, pipe exteriors, walls, tank and equipment exteriors — steel, galvanized steel and cementitious surfaces.

NOT RECOMMENDED FOR: Solvent exposures or immersion service.

CHEMICAL RESISTANCE GUIDE:

Exposure	Splash and Spillage	Fumes
Acids	Very Good	Excellent
Alkalies	Very Good	Excellent
Solvents	N. R.	Fair
Salts	Very Good	Excellent
Water	Very Good	Excellent

TEMPERATURE RESISTANCE:

Continuous	150° F
Non-continuous	180° F

FLEXIBILITY: Good

WEATHERING: Very good

ABRASION RESISTANCE: Good

SURFACES: Properly primed steel, galvanized steel, concrete block and other cementitious surfaces.

PRIMER REQUIRED: Rustbond Primer #6C, Carbo Zinc 11 or others as recommended. Under certain conditions some bubbling or cratering may occur when applied directly over inorganic zincs. This can be eliminated by the use of Polyclad 935 Tie Coat over the inorganic zinc.

COMPATIBILITY WITH OTHER COATINGS: Can be used over vinyls, acrylics, chlorinated rubbers, inorganic zinc, or other recommended coatings.

SPECIFICATION DATA

SOLIDS CONTENT:

By weight	48% ± 2%
By volume	34% ± 1%

FILM THICKNESS PER COAT: 4 - 5 mils

THEORETICAL YIELD: 545 mil ft. / gallon.

THEORETICAL COVERAGE* PER GALLON: 135 sq. ft. (4 mils thickness dry film)

***NOTE:** Material losses during mixing and application will vary and must be taken into consideration when estimating job requirements.

SURFACE PREPARATION: Apply over suitably primed surfaces or recommended existing coatings. Surfaces must be clean and dry.

COLORS: Normally stocked standard colors are White and Gray 720, 724. Other colors are available on special order and are not returnable.

GLOSS: Low gloss

APPLICATION DATA

METHOD OF APPLICATION: Conventional or airless spray application is recommended for best appearance and edge protection.

GUNS:	Fluid Tip	Air Cap.
Binks #18 or #19	66	66PB
DeVilbiss P-MBC or JGA	E	704

Airless Spray
Use .015 to .017 orfice with 2000 psi. pressure at tip

DRYING TIME: If topcoated, allow a drying time of 18 hours @75° F.

FINAL DRYING TIME: 24-48 hours @75° F.

SHELF LIFE: 1 year minimum.

THINNER USED: Carboline Thinner #25.

ORDERING INFORMATION

COST PER GALLON: FOB Xenia, Ohio — Net 30 days.

14.00

	1's	5's
Polyclad 936-1 White, Gray 720, 724	$8.30 Net	$7.80 Net
Carboline Thinner #25	3.20 Net	2.65 Net

THEORETICAL COST PER SQUARE FOOT: 5.7¢ (4 mils dry)

THEORETICAL COST PER MIL FOOT: 1.43¢

SHIPPING WEIGHT:	1's	5's
Polyclad 936-1	11 lbs.	52 lbs.
Carboline Thinner #25	9 lbs.	45 lbs.

FLASH POINT: (Cleveland Open Cup)

Polyclad 936-1	70°F
Carboline Thinner #25	105°F

The technical data furnished is true and accurate to the best of our knowledge. However, no guarantee of accuracy is given or implied. We guarantee our products to conform to Carboline quality control. We assume no responsibility for coverage, performance or injuries resulting from use. Liability, if any, is limited to replacement of products. Prices and cost data shown are subject to change without prior notice.

NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SELLER, EXPRESS OR IMPLIED, STATUTORY, BY OPERATION OR LAW, OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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FORM 5-90 (4-70)
JUN 15 1971
FOR FILING

I-405-1(33)3rd
7311
To:

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
June 10, 1971

NOTED
A. E. JOHNSON

SUBJECT: Deck Sealant
East Fremont Intch., Contracts 7310, 11 & 12
West Fremont Intch., Contract 7214
Fremont Bridge, Contract 7276

Mr. R. L. Schroeder
Metropolitan Engineer

METRO

Attention Mr. Edward L. Hardt
Metro Bridge Const. Engr.

Approval has been received from the Federal Highway Administration to place a linseed oil deck sealant on the subject structures. I am enclosing a copy of the specification for this deck sealant treatment.

Also attached is a copy of the contract revision authorization form in which the Federal Highway Administration's approval of this contract revision is indicated.

Walter J. Hart
Bridge Administration Engineer

WJH:dh
Enclosures

cc A. E. Johnson
A. A. Rear
H. A. Schell, Jr.

RECEIVED
[illegible]
OFFICE OF
[illegible]

LEE JOHNSON
ATTORNEY GENERAL

DEPARTMENT OF JUSTICE
100 STATE OFFICE BUILDING
SALEM, OREGON 97310
TELEPHONE: (503) 378-6348

TRIAL DIVISION

THOMAS D. O'DELL
CHIEF TRIAL COUNSEL

WALLACE CARPENTER
ASSISTANT CHIEF TRIAL COUNSEL

LEONARD I. LINDAS
KEITH R. MALONEY
ASSISTANT ATTORNEYS GENERAL AND COUNSEL

JAMES A. BLEVINS
JAMES P. CRONAN, JR.
QUINTIN B. ESTELL
MICHAEL GILLETTE
LAWRENCE J. HALL
LESLIE B. HAMPTON
ROBERT A. HOLLAND
DONALD J. HOWE
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JOHN R. McCULLOCH
FRANK C. McKINNEY
EARL M. PRESTON
R. KEN ROBERTS
GEORGE E. ROHDE
JAMES A. SANDERSON
JACK L. SOLLIS
CARLOTTA H. SORENSEN
ASSISTANT ATTORNEYS GENERAL

I-405-8(2)
7311

June 7, 1971

cm Johnson 6-8-71

Mr. Tom Edwards
Deputy Highway Engineer
Oregon Division of Highways
Salem, Oregon 97310

Re: Impossibility of Performance - Painting - Fremont Bridge
Highway Contracts Nos. 7214, 7276, 7310, 7311, 7312.

Dear Tom:

Special Provisions, Section 414, Painting New Metal Structures, Inorganic Zinc Silicate-Vinyl Coating, are found to be the same in each of the above contracts.

The contractor, in the special provisions section dealing with the "Scope of the Work", is informed that "all interior and exterior surfaces of structural steel members * * * shall be painted with one coat of selfcuring inorganic zinc silicate primer and one coat of compatible high-solids vinyl paint to a combined dry film thickness of not less than 8 mils * * *". (emphasis supplied)

The special provisions dealing with "Painting", state that the paint system for the metal work shall consist, inter alia, of the following:

Primer Coat - In organic zinc rich coating, a minimum dry film thickness of 3 mils.

Tie Coat - If recommended by the manufacturer of the prime and vinyl paint, to be applied in accordance with its recommendation.

Finish Coat - High build vinyl finish coat, a minimum dry film thickness of 5 mils. (emphasis supplied)

The special provisions pertaining to the vinyl finish coat, provides that this coat, when applied in one coat over the inorganic zinc primer, or the tie coat if required, "* * * shall not exhibit any 'pinholing' characteristics".

A reading of the foregoing in conjunction with the balance of the special provisions relating to painting convinces the writer

NOTED
TOM EDWARDS

of the following:

(a) The contractor was directed to use a one coat paint system.

(b) A tie coat was not to be used unless recommended by the manufacturer of the prime and vinyl paint.

Enjay Chemical Company, manufacturer of both paints, submitted documented data on August 12, 1969, to the contractor for submission to the engineer for approval. This was submitted in accordance with the special provisions relating to Inorganic Zinc Silicate Primer. The Enjay Co. brochure, Section 18, asserts Rust-Ban VM 5537 is completely compatible with Rust-Ban 191, without a tie coat. I assume the foregoing Rust Ban paint is the same as the inorganic zinc silicate primer and vinyl finish paint provided for in the special provisions.

The special provisions provide the vinyl finish coat is to be applied after erection. In applying the finish coat the contractor has been unable to do so without the finish product exhibiting excessive amounts of "pinholing" characteristics. The problem was brought to the attention of the Enjay Chemical Co. After expending over one month in an effort to totally eliminate the bubbling and pinholing characteristics of the 5 mils dry coat of vinyl applied over the inorganic zinc silicate primer, Enjay Chemical Co., by letter of November 6, 1970, to Frank Klaas, painting sub-contractor, states "it is our technical opinion that a totally bubble free pinhole free high build coating of O.S.H.D. formulation spec. vinyl is impossible to obtain over large surface areas on a consistant basis." (emphasis supplied)

It is the law of this state that a contractor is excused from the performance of a contract if the same is impossible of fulfillment due to causes beyond his control and without fault or negligence on his part. Dorsey v. Oregon Motor Stages, 183 Or 494, 194 P2d 967.

Impossibility of performance means not only strict and literal impossibility, but also impracticability because of extreme and unreasonable expense, injury or loss involved. Savage v. Peter Kiewit Co., 249 Or 147, 432 P2d 519, 437 P2d 487.

The Oregon Court, in the Savage case, states that in applying the doctrine of impossibility, courts recognize that unexpected difficulty or expense may approach such an extreme that practical impossibility exists. To operate as a discharge, the hardship must be so extreme as to be outside of any reasonable contemplation of the parties and the unforeseen hazard not one that reasonably should have been guarded against.

Another factor to be considered in dealing with the case at hand is that the State impliedly warrants that the specification it furnishes a contractor will be adequate for producing the desired result. United States v. Spearin, 248 U.S. 132, 39 S. Ct. 59, 63 L. Ed. 166 (1918), A. Teichert & Son, Inc. v. State, 48 Cal. Rptr. 225, 283 Cap Apps. 2d, 736.

I am informed that while the desired results cannot be obtained by following the contract specifications, which also provide the contractor shall not deviate from them, satisfactory result could be obtained by the use of a tie coat and the application of the vinyl paint in multiple coats.

If this be true, the contractor, in my opinion, would be legally entitled to his additional costs if directed to do so.

Very truly yours,

LEE JOHNSON
Attorney General

L Lindas
L. I. Lindas
Assistant Attorney General
and Counsel to
Highway Division

LIL:mjg
cc- R. L. Porter

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OFFICE OF
STATE HIGHWAY ENGINEER

HARLAN *Associates, Inc.*
PAINT RESEARCH LABORATORY
11 DUBOCE AVENUE - SAN FRANCISCO, CALIFORNIA 94103
621-7245
AREA CODE 415

I-405-8(23)304
7311

21 May 1971

Our File: P-5711

AIRMAIL

This report is presented as the confidential property of our clients. For our mutual protection, authorization for publication in any manner is reserved pending our written consent.

Department of Transportation
Highway Division
138 State Highway Building
Salem, Oregon 97310

Attention: Mr. A. E. Johnson, Assistant Highway Engineer

Gentlemen:

1. Confirming our telephone conversations of 20 May 1971 bubbling and pinholing of the vinyl finish coat (Enjay 5537) occurred on test panels prepared and treated as per paragraphs 6.2 and 6.3 of our report dated 11 May 1971. No bubbling or pinholing of the Vinyl finish system was observed on test panels prepared as per paragraph 6.1 (Koropon treated panels, three hours curing time allowed for Koropon before application of Vinyl finish coat).

2. The Super Koropon is suggested as a tie coat and/or primer for use in alleviating the bubbling and pinholing problem occurring when the Vinyl finish coat is applied and is not intended to replace the required inorganic zinc coating.

3. DeSoto Incorporated is shipping ten gallons (five 2-gallon kits) of Super Koropon to Edward Hardt's attention.

Respectfully submitted,

H. R. Harlan Jr.

Harold R. Harlan Jr., Technical Director

HARLAN ASSOCIATES, INC.

HRHJr:mp
Orig. & 1cc

NOTED
A. E. JOHNSON

RECEIVED
MAY 24 1971
OFFICE OF
STATE HIGHWAY ENGINEER

AFFILIATIONS: National Paint, Varnish and Lacquer Association . . . Federation of Societies for Paint Technology . . . American Chemical Society . . . American Society for Testing and Materials . . . American Institute of Chemists . . . Air Pollution Control Association . . . American Oil Chemist's Society . . . Forest Products Research Society . . . International Science Foundation . . . Technical Association of the Pulp and Paper Industry . . .
Registered Chemical Engineer, State of California

21 May 1971

Our File: P-5711

AIRMAIL

State of Oregon Highway Division
Metropolitan Section
Department of Transportation
5821 North East Glisan Street
Portland, Oregon 97213

[illegible] presented [illegible]
property of our clients. For our mutual
protection, authorization for publication in
any manner is reserved pending our written
consent

Attention: Mr. Edward L. Hardt, Bridge Construction Engineer

Gentlemen:

1. De Soto Incorporated is shipping ten gallons (five 2-gallon kits) of Super Koropon to your attention as requested by Mr. Johnson. The intent is to conduct a field test using the Koropon as a tie coat and/or primer between the inorganic zinc and Enjay 5537 finish coat. Data sheets covering mixing and application are to be included with the shipment.

2. We suggest a drying time of sixteen hours or over-night be allowed for the Koropon before application of the Vinyl finish coat on the first test. We have achieved good results in the laboratory top coating the Koropon after three to four hours drying time: however, we would prefer a sixteen-hour cure for the first test and then cut back to three or four hours for subsequent tests.

3. Super Koropon is a catalyzed epoxy and the applicator should be cautioned not to allow his equipment to stand for extended periods when not in use without cleaning.

4. If you have any questions, please call.

Respectfully submitted,

Harold R. Harlan Jr., Technical Director

HARLAN ASSOCIATES, INC.

HRHJr:mp
Orig. Mr. Edward L. Hardt
1cc Mr. A. E. Johnson

HARLAN *Associates, Inc.*
PAINT RESEARCH LABORATORY
31 DUBOCE AVENUE - SAN FRANCISCO 3
CALIFORNIA

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MAY 27 1971
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I-4[illegible] 3) 304

7311

Form FHWA-121 (12-6

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

DATE: May 18, 1971

In reply refer to: 08-35.6

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

Johnson

SUBJECT: Oregon Projects I-405-8(20)303 and I-405-8(22)304
Structural Painting

Attached are two Project Stage Inspection Reports for the West and East Fremont Interchanges.

The reports reflect that the contractor's painting performance shows deviations from the specifications. A great deal of study and inspection work has been devoted to this project. Harlan and Associates have been engaged to review and recommend concerning this problem.

The contractor is proceeding on your instructions. In accordance with the accepted procedures and our governing policies, deviations from specifications must be corrected, justified, changed, or a reduction in price made in accordance with sound engineering practices. We have received no supporting information which justifies a change from specifications.

Please furnish us your response concerning the above question including the justification for the change.

cc:
Region (08-00.35)
WNBryant
RWPillsbury

cy to [illegible] 5-25-71
cy

NOTED
TOM EDWARDS

RECEIVED
MAY 19 1971
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM PR-33B
(REV. 3-68)

OSHD
Region
Wash DC
Green, Engr Coord

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

CONSTRUCTION INSPECTION REPORT

(PPM 20-6.1)

(Check appropriate box) ☐ Contact ☒ Project Stage Inspection ☐ Final Inspection

Region No. 8	Report No. 18	County Multnomah	Division Oregon
Date of Inspection 5-11-71	Inspection Made By Bryant W. H. Bryant, Area Engineer		Project No. * I-405-8(22)304
In Company With Ed Hardt, Asst Metro Engr, R. Shotwell, Res Br Engr, OSHD			
Quality of Work* See Below	Progress of Work Satisfactory	Time Elapsed See	Work Completed Below %

Report to Include: (1) Scope of Inspection (2) Summary of Findings, Recommendations, and Action Taken.

*(*Not applicable for all Contracts.)*

EAST FREMONT INTERCHANGE
STADIUM FREEWAY
Grading, Paving, Structures, & Traffic Control Devices

*Project No.	I-405-8(22)	I-405-8(23)	I-405-8(24)
Project Name	Unit A	Unit B	Unit C
% Time Elapsed	77	77	88
% Work Completed	39	67	84

I. SCOPE OF INSPECTION:

This is a followup inspection covering work presently underway at the project site to correct an inadequate shop coat of inorganic zinc paint. In general the same procedures are being followed on the West Fremont project with a few minor revisions. A separate phase inspection report covering the corrective work underway on the West Fremont is being prepared. Since no decision has been made regarding necessary corrective work which will be required on the outside surface of the girders the following findings and recommendations pertain to only the inside girder surfaces.

II. FINDINGS:

Subsequent to the last inspection (See Inspection Report No. 17 dated 4-7 & 14-71) the procedures being followed to correct the deficient inorganic zinc paint coat have changed considerably. The present procedure which is considered unacceptable is:

1. Clean only rusted areas by power wire brushing and repaint with inorganic zinc paint.

2. The thickness of inorganic zinc will not be a consideration for acceptance as long as the paint is sound. Project personnel have been instructed not to make any further thickness checks.

3. All loose material resulting from rust staining and other deleterious material to be removed by washing prior to top coating with vinyl.

(more)

REPLACES PR 33A 3-65, WHICH WILL NOT BE USED.

4. Permit application of the vinyl top coat after a minimum 24 hour cure of the new zinc coat.

5. Disregard any bubbling of the vinyl top coat, which may occur. Also the thickness of the vinyl coat is not a consideration for acceptance.

III. RECOMMENDATIONS:

The specifications clearly require that both the inorganic zinc coat and the vinyl top coat both be tested for the required dry film thickness with a Micro-Metrics Tooke Paint Gage; that an additional coat of specific paint be applied if it fails to meet the dry film thickness specified when tested with the Tooke Gage; and that the inorganic zinc silicate painted surfaces damaged, faulty, or abraded be blast cleaned and spot painted. The following recommendations are made based on the above specification requirements:

1. In order to make certain that no corrosive rust is locked into the paint system and to insure a proper and adequate anchor pattern for the corrective coating of zinc it is recommended that all areas where rusting is evident be thoroughly cleaned by abrasive-blasting and repainted prior to application of the vinyl top coat.

2. Available manufacturer literature indicates that the film thickness necessary for zinc-filled coatings to be effective and provide the desired long term protection on smooth steel surfaces is in the range of 2 1/2 to 3 1/2 mils. It is recommended, therefore, that all surface areas where the zinc coating is 2 mils or less in thickness be thoroughly cleaned and repainted to the specified dry film thickness of 3 mils. The remaining areas where the thickness of zinc is less than the specified 3 mils should only be accepted with an appropriate reduction in price. ?

3. Available literature also indicates that topcoating self-curing inorganic zinc coatings too quickly cuts it off from humidity and other atmospheric elements necessary for proper curing which could result in premature failure since if the inorganic zinc does not completely cure it cannot achieve its maximum hardness, chemical resistance, or ability to give effective cathodic protection to the steel. Also blistering of the top coat can result from gases released during the curing period. It is recommended, therefore, that extreme care be taken to make certain that the zinc coating is completely cured prior to the application of the vinyl topcoat.

HARLAN *Associates, Inc.*
PAINT RESEARCH LABORATORY
11 DUBOCE AVENUE - SAN FRANCISCO, CALIFORNIA 94103
621-7245
AREA CODE 415

I 425-R-1504
7311

11 May 1971

Our File: P-5711

SPECIAL DELIVERY

State of Oregon
Department of Transportation
138 State Highway Building
Salem, Oregon 97310

Attention: Mr. A.E. Johnson, Assistant State Highway Engineer

Gentlemen:

Please find enclosed our report of even date and our Invoice No. 017517 covering the work completed to date.

Respectfully submitted,

H.R. Harlan Jr.
Harold R. Harlan Jr., Technical Director

HARLAN ASSOCIATES, INC.

HRHJr:mp
Orig. only
Enclosures

NOTED
A. E. JOHNSON

RECEIVED
MAY 13 1971
OFFICE OF
STATE HIGHWAY ENGINEER

AFFILIATIONS: National Paint, Varnish and Lacquer Association . . . Federation of Societies for Paint Technology . . . American Chemical Society . . . American Society for Testing and Materials . . . American Institute of Chemists . . . Air Pollution Control Association . . . American Oil Chemist's Society . . . Forest Products Research Society . . . International Science Foundation . . . Technical Association of the Pulp and Paper Industry . . .
Registered Chemical Engineer, State of California

HARLAN *Associates, Inc.*
PAINT RESEARCH LABORATORY
11 DUBOCE AVENUE - SAN FRANCISCO, CALIFORNIA 94103
621-7245
AREA CODE 415

11 May 1971

Our File: P-5711

SPECIAL DELIVERY

State of Oregon
Department of Transportation
138 State Highway Building
Salem, Oregon 97310

This report is presented as the confidential property of our clients. For our mutual protection, authorization for publication in any manner is reserved pending our written consent.

Attention: Mr. A.E. Johnson, Assistant State Highway Engineer

Gentlemen:

1. We offer a summary of tests and observations made to date with regard to the vinyl portion of the overall coatings problem with respect to the East and West Fremont Interchange Sections of the Fremont Bridge in Portland, Oregon.

1.1 Vinyl samples were applied by airless spray using an 0.018 tip and approximately 2500 psi pressure. The coatings were applied to Rust-Ban 193 coated steel panels previously sand-blasted to achieve a one-half mil anchor profile. The zinc was applied to a dry film thickness of 3-4 mils and self-cured at ambient conditions (52% Relative Humidity and 68-72° Fahrenheit) for 48 hours before top coating. The inorganic zinc was not post-cured. One-half of each test panel was masked during primer applications to better evaluate the effectiveness of the primer systems on primed and unprimed inorganic zinc when top coated with vinyl material.

1.2 The vinyl finish coat was applied at a metal temperature of 90-100° Fahrenheit.

1.3 Disregarding a number of preliminary tests on various tie-coats and primers over Enjay's Rust-Ban 193 and 193 without any tie-coat, one tie-coat or Primer showed excellent promise of stopping the bubbling of Enjay's 5537.

AFFILIATIONS: National Paint, Varnish and Lacquer Association . . . Federation of Societies for Paint Technology . . . American Chemical Society . . . American Society for Testing and Materials . . . American Institute of Chemists . . . Air Pollution Control Association . . . American Oil Chemist's Society . . . Forest Products Research Society . . . International Science Foundation . . . Technical Association of the Pulp and Paper Industry . . .
Registered Chemical Engineer, State of California

This report [illegible] the confidential property of our clients. For our mutual protection, authorization for publication in any manner is reserved pending our written consent.

1.3.1 This is a proprietary product called "Super Koropon Fluid Resistant Spray Primer" as manufactured by De Soto, Inc., 4th and Cedar Streets, Berkeley, California, 94710, which was found to be very effective. No bubbling to trace pinholing (one or two pinholes per square foot) was achieved using Super Koropon 513-705-66 (513-706) and top coating with Enjay 5537 batch No. 1026 thinned one and one-half gallons of methyl ethyl ketone to five gallons of 5537 (as received from the West Interchange), Enjay 5537, Lot 2304G9 purchased locally, and Carboline Polyclad 936-1 Batch OH0116, no thinner added, received from the West Fremont Interchange. All unprimed (no Super Koropon) areas of panels displayed excessive bubbling and/or pinholing.

1.3.2 The Super Koropon Primer or tie-coat was applied as a wash coat without thinning to a dry film thickness of 0.7 to 1 mil, and cured 16 hours.

1.4 Enjay VM 5537, thinned with methyl ethyl ketone and applied to the following primer and/or tie coat systems developed bubbles and/or pinholes.

1.4.1 MIL-P-15328C (similar to Enjay's wash primer, blue).

1.4.2 MIL-P-15328C tie coat plus Rust-Ban VY 6520 vinyl primer.

1.4.3 Rust-Ban EX6666 Epoxy Primer.

1.4.4 Rust-Ban VY 6520 vinyl primer (no wash primer tie coat).

2. Tests to date of our telephone conversation with Mr. Johnson of 5 May 1971 have been directed toward attempting to find a tie coat that would allow use of high build vinyl material as originally specified in the Oregon State Fremont Bridge Specifications. Super Koropon looks good in the laboratory: however, actual on-site tests obviously will be required to determine the effectiveness of the Super Koropon tie coat or primer under field conditions. We are running accelerated weathering tests to determine the long term durability and adhesion of the Koropon-Enjay 5537 system.

[illegible] as confidential [illegible] our clients' protection, authorization for publication in any manner is reserved pending our written consent.

5. Two possible draw-backs to the use of the Super Koropon as a tie coat or primer must be considered.

5.1 We are introducing a tie coat or primer manufactured by a second party with respect to Enjay.

5.2 The Super Koropon sets to dust-free in 15 minutes but may require 16 hours of cure time before top coating to achieve a bubble-free surface. The manufacturer's representative, Mr. Dan Miller, has indicated that top coats have been applied after 3 to 4 hours cure time but tests are in progress to prove or disprove the cure time versus bubbling effect. We do have a bubble problem with Super Koropon when top coated after one hour curing. Koropon is a two component epoxy and requires premixing before application.

6. With regard to other coating systems, to complete our vinyl investigation we intend to perform the following tests:

6.1 Apply Enjay VM 5537 to Super Koropon primed zinc coated panels, allowing three hours cure time for the Koropon.

6.2 Apply a conventional vinyl system consisting of one coat of wash primer followed by two or three coats of low solids vinyl applied at 1 to 1.5 mils per coat.

6.3 Post cure the inorganic zinc with Enjay 6851, apply one coat of wash primer tie coat and finish with one coat of Enjay VM 5537 (Mr. Don Blue of Enjay called today and indicated their laboratory tests were based on such a system and they achieved good results).

7. Application of High Build Vinyl Systems by Hot Spray should also be considered and we have made preliminary arrangements to evaluate application of Enjay 5537 by Hot Spray, if desired.

8. We have on hand five gallons of Enjay VM 5537, Batch 3E016, which we will use in our tests. Mr. Blue has stated that not all of the required 5537 has been manufactured. He also indicated that 5,000 gallons of 5537 have been made and 7,500 gallons are in process.

This report is presented as the confidential property of our clients. For our mutual protection, authorization for publication in any manner is reserved pending our written consent.

9. With regard to Enjay VM 5537, in our opinion, a minimum shelf life of one year is the normal industry standard. The excessive bodying of Enjay VM 5537 on storage necessitating excessive thinning with methyl ethyl ketone (one and one-half gallons per five gallons of product) defeats the purpose of the specification with regard to volume solids and increases the bubbling effect on application.

10. We anticipate completing tests outlined in paragraphs 6.1, 6.2 and 6.3 by the afternoon of 13 May 1971 and will call Mr. Johnson unless we are advised otherwise.

Respectfully submitted,

H. R. Harlan Jr.

Harold R. Harlan Jr., Technical Director

HARLAN ASSOCIATES, INC.

HRHJr:mp
Orig. & 2cc

Samples pertaining to this report will be discarded 30 days from date of this report, unless otherwise advised.

Files

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MAY 27 1971
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HARLAN *Associates, Inc.*
PAINT RESEARCH LABORATORY
11 DUBOCE AVENUE - SAN FRANCISCO, CALIFORNIA 94103
621-7245
AREA CODE 415

TO: Oregon State Highway Department
138 State Highway Building
Salem, Oregon 97310

DATE: 11 May 1971

INVOICE NO: 017517

This invoice covers work completed to date with regard to Jobsite inspections and preliminary evaluation tests with regard to bubbling and/or pinholing of High Build Vinyl Mastic applied to fresh (48 hours old) inorganic zinc:

Jobsite inspections (4 days @ $400.00/day):	$1600.00
Travel and living expenses:	342.00
Laboratory tests, summations and report of even date 60 hours @ $40.00/hour:	2400.00
Miscellaneous	50.00
	$4392.00

Approved 5-26-71
Asst. State Hwy. Engr.

Our File: P-5711
HRHJr:mp
Orig. & 2cc

Charge to:

626-1011-900	$1,634.00
626-1017-900	1,634.00
626-1013-900	1,124.00
Total	$4,392.00

Orig. and 2 cys. to Accounting
cys. to Ed Hardt
John Howard
Bob Shotwell
Bob Cunningham
A. E. Johnson

AFFILIATIONS: National Paint, Varnish and Lacquer Association . . . Federation of Societies for Paint Technology . . . American Chemical Society . . . American Society for Testing and Materials . . . American Institute of Chemists . . . Air Pollution Control Association . . . American Oil Chemist's Society . . . Forest Products Research Society . . . International Science Foundation . . . Technical Association of the Pulp and Paper Industry . . . Registered Chemical Engineer, State of California

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I-405-5(33)304
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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

May 5, 1971
Salem, Oregon

To: MEMO TO FILE

SUBJECT: East and West Interchanges
Paint Problems

An "on-site" meeting was held on May 4 at 1 p.m. The first portion of the meeting was at the West Fremont Interchange Project. Those present were:

For Oregon State Highway Division

A. E. Johnson
I. D. Merchant
Ed Hardt
Al Rear
Ed Rief
Bob Cunningham
John Howard
Bob Shotwell
Chas. Lobaugh
Glenn Wood

For Canron Company

B. T. Lawry
J. G. Smith (Can Test Co.)

For Andersen-Hannan

Ralph Hannan
John Creider, Jr. (Paint Subcontractor)

For Drake-Willamette (East Fremont Project)

Bill Bugge
Jack Grey
Ron Owens (Paint Subcontractor's Supt.)

For Enjay Co.

Don Blue
Leonard Grover

Mr. Lawry showed us some rusted areas in the beams above Pier 2 which he claimed could be satisfactorily repaired with wire brushing. He tried this with a copper wire hand brush. Examination by Ed Rief and me showed there was rust remaining.

Mr. Lawry then demonstrated the use of a power steel brush on several areas--both on flat surfaces and on weld areas. This method provided what I and others considered a satisfactory method of rust removal provided there is enough profile for adhesion, and Don Blue assured us there was and that this was an acceptable method of repair.

The group then went to the East Fremont Project to view the interior of beams being repaired there. The extent of rust was far greater at this location than at the West Fremont Project, and Mr. Lawry was extremely surprised at the extent of rust. The particular beam viewed was one on which R. B. 193 was first used.

It was the opinion of Mr. Ron Owens and Mr. Lawry that sandblasting was the only practical way to repair beams with the amount of rust shown on this beam.

After the above inspections and demonstrations, it was agreed the following procedures would be followed:

On the interior of beams showing extensive rust, sandblasting would be used if in the opinion of the painting subcontractor it would be a better procedure from a cost standpoint. It was agreed that a "sweep blast" would be used first and additional sandblasting in any area requiring further rust removal. On the interior of beams with a nominal amount of rust, removal by power brushing would be permitted using the following procedures:

A. The beams shall be washed down with detergents and pressure water in accordance with specifications.

B. The rusted areas will be marked by State inspectors and these areas power wire-brushed and repainted with zinc primer.

C. Prior to applying the vinyl, the cadmium-plated bolts shall be coated with epoxy paint in accordance with current agreements with the contractors.

D. Prior to applying the vinyl, any loose material on rust-stained areas will be removed by hand wire brush and the vinyl applied. Loose material will be indicated if when rubbing a hand over an area, material is dislodged or indicated on the palm of one's hand.

E. The black bolts installed by Canron at the bottom of the diaphrams, if showing rust, shall be wire-brushed and painted with epoxy paint similar to the cadmium bolts.

In the above sequence of operations, items B--power brushing and recoating with zinc-- and D--removing loose material on rust-stained areas--will be considered "repair items" and costs of these items will be kept by the contractor and the State. In this cost-keeping, the two items shall be listed separately.

It was agreed that I would come to Portland Monday, May 10, and further inspection would be made to observe adhesion of the zinc.

A. E. Johnson ms

A. E. Johnson
Assistant State Highway Engineer

AEJ:ms

cc Andersen-Hannan
Drake-Willamette
B. T. Lawry - Canron Co.
D. R. Blue - Enjay Chemical Co.
Harold Harlan, Jr. - Harlan Associates

Tom Edwards
I. D. Merchant
R. L. Schroeder
John Howard
Robt. Shotwell
Ed Rief

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Johnson

CANRON LTD.
145 W. 1st Ave.
Vancouver 10, B.C.

30 April 1971

4900/5000/4

Drake-Willamette Joint Venture
1201 N. Loring
Portland, Oregon 97227
Attention: Mr. W. A. Bugge

Andersen-Hannan Joint Venture
3427 N.E. Halsey Street
Portland, Oregon 97213
Attention: Mr. Ralph Hannan

Dear Sirs:

Inorganic Zinc Primer
Fremont Interchanges

Attached please find a copy of a report provided to us by our consultants, Can Test Ltd. This report covers two major aspects of the problem with the primer, namely paint thickness measurement and remedial work presently underway.

In regard to the issues, it is the considered technical opinion of our consultant that Tooke gauge readings made by the OSHD are low to an extent ranging from a half to one and a half mils. This we consider is the result of the subjective nature of the instrument when used to measure the rough cut made in the inorganic zinc primer and which can be readily demonstrated by comparison with a smooth cut made through an organic zinc film. The value of current misreadings can readily be demonstrated by comparison with a properly calibrated Elcometer or Microtest gauge.

In regard to the latter, our consultant finds that far more remedial work than is necessary is being performed, largely due to local failure to properly differentiate between rust staining and corrosion.

Rust staining was inevitable and forecastable as a result of the OSHD decision to leave surfaces in contact with concrete unpainted. Both our consultant and

NOTED
TOM EDWARDS

our paint supplier state categorically that such staining is not detrimental to topcoat adhesion or primer performance providced that surface contaminants are pressure-wash removed, which process is a general requirement of the specification prior to vinyl application. However, the current remedial work is revolving around an instruction OSHD to Drake-Willamette of April 16 to "remove" such staining, leading to extensive sandblasting in situ. This is unnecessary and leads to extensive secondary damage to the coated surface in adjacent areas.

It is our opinion, supported by our consultant and supplier, that remedial work of stained areas requires no more than light wire brushing followed by a pressure wash. Work of a more extensive nature presently underway is wasteful and unwarranted. The major part of the surface discoloration is, in fact, staining, not any form of corrosion.

We consider it most important that these problems be resolved immediately between Harlan and Associates and our consultant - if necessary, we will agree to the selection of a third expert by these two companies and agree to abide by any decisions at which they may collectively arrive. We cannot over-emphasize our fears as to the extent of wasteful expense which is being and will be incurred as a result of a lack of a full understanding of some of the parameters involved.

CANRON LTD.
Western Bridge Division

Yours very truly,

B. T. Lawry, Professional Engineer
Project Manager

REPORT ON PAINT INVESTIGATION

File No. 1063 A

Report No. 18

Date 30 April 1971

Reported to: Canron Ltd.
Foot of Byrne
Burnaby, B.C.
Attention: Mr. T. Lawry
Project Manager

Further to our previous reports, meetings, plant and jobsite visit, concluded on 29 April 1971 at Portland, Oregon, we report as follows:

A. Condition of Painted Steel Structures at Jobsite

Observations:

Visual observations made of painted steel girders at the jobsite showed the following conditions to exist:

1) Many painted areas exhibited evidence of "rust staining". This staining is atribúted to iron salts and/or precipitated iron originating from atmospheric corrosion of uncoated areas of the steel bridge. (Uncoated areas where those studded flat areas on the girders which are to be placed adjacent to the concrete, job specifications require these areas to be left uncoated). This staining was the result of steel corrosion products being washed from the uncoated areas by rain and/or condensation, and their subsequent deposition onto the painted areas.

2) There were isolated areas of "speckled" rusting on the painted surfaces. These speckles were the result of steel particles being imbedded into the surface of the paint film at the time of original painting by "shot blast".

3) A few areas of "speckled" rusting were evident, but in this case the rusting was attributed to inadequate paint coverage.

4) A few isolated areas also showed "rusting" due to a definite lack of paint coating.

5) Uncoated steel as required by the job specifications.

Remarks

1a) Staining or discoloration as described in Section A1 was assessed as being by far the most predominant staining of the painted surfaces. In our opinion, such staining was inevitable and forcastable under local weather conditions, when areas of the steel were left uncoated in accordance with job specifications. However, this type of staining, or discoloration, was not considered to be serious since pressure hosing with the use of detergents will render such surface areas satisfactory for final coating with vinyl paint. The paint manufacturer's specifications recommend this cleaning proceedure for such stained areas.

2a & 3a) Visual differentiation between staining caused by A2) and A3) as described above was difficult and it is suggested that the best manner to differentiate these stains is to measure film thicknesses. Areas stained as described in A2) may be prepared for final coating with wire brushing and pressure hosing to remove all loose particles and surface contaminants. Areas stained as described in A3) should be pressure hosed with the aid of detergents and reprimed in accordance with the paint manufacturer's recommendations.

4a) Areas exhibiting rusting as described A4 should have their surfaces prepared for the application of a coating with R.B. 193 in accordance with the job specification and paint manufacturer's recommendation.

5a) No action required insofar as painting is concerned.

We have been informed by Canron Ltd that sandblasting is being carried out for touch up and cleaning of stains. In our opinion, this practice is questionable because of the possibility of damaging surrounding areas of acceptable paint. Further, it is noted that the paint manufacturer has recommended mechanical cleaning for such areas.

B. Differences in Film Thicknesses as Reported by Various Inspectors

We were informed by Canron, Ltd. that there were differences in reported film thickness measurements of applied inorganic zinc coatings as made by Canron and by agents of the Owners. In an attempt to ascertain true film thicknesses, we conducted the following series of measurements. (see our report No. 4 dated 3/9/71) Our laboratory carried out film thickness measurements using

a) Tooke Gauge
b) Elcometer
c) Micometer

and ascertained that if proper care were exercised both the Tooke Gauge and Elcometer measurements agreed with the absolute measurements made of coating thicknesses with the air of a micrometer which may be considered to be accurate.

Subsequently on March 23, 1971, our representatives attended at the jobsite and made film thickness measurements of several girders. During this visit, we noted and recorded approximately 150 film thickness measurements using both the

Elcometer and Tooke Gauge. At this tim we noted our thickness measurements were between 0.5 to 1.5 mils greater than the measurements numerically serialized and marked on girders stored at the site.

On April 29, 1971, we revisited the jobsite and checked five girders at various points using the Elcometer and Tooke Gauge. Readings taken at this time agreed with the values obtained by us during our previous visit.

In view of the above technical considerations, it is our firm opinion that the measurement of paint film thicknesses as noted by other inspectors are lower than the actual thicknesses. Further, we would suggest that the Owners are considering film thicknesses approximately 0.5 to 1.5 mils lower than actually exists.

In an attempt to a ccount for and explain the differences in film thickness measurements, we would make the following observations:

a) Tooke Gauge measurements of inorganic zinc coatings create the necessity for a subjective analysis of readings. The degree of which becomes increasingly significant as the film ages because aged films tent to harden and become more brittle with the passage of time. Tooke Gauge measurements require cutting of the film with a designated blade. Therefore, when brittle coatings are encountered chipping of the film during cutting occurs at both the interface of the coating with the steel and also at the surface of the film. Hence, when measurements of the cut film are taken, allowances must be made for chipping.

b) Errors ;in measurements as described above become quite evident when other instruments such as a microtest and elcometer are used. (both instruments utilize magnetism for measuring).

c) Meaningful thickness measurements can be made by the Tooke Gauge on aged inorganic zinc coatings only if the operator has a thorough understanding of the subjective nature of the instrument readings; is well versed and experienced in viewing through the magnifying eye piece and is fully cognizant of what he sees.

d) To achieve true thickness readings, we would suggest the use of an eltometer and/or a microtest gauge by technicians who thoroughly understand the necessity for and proceedures of proper calibration. (see attached appendix for further detail)

C Conclusions

In view of observations as detailed in A and B above, we feel that a great deal of confusion exists in the matter of film thickness and rust staining. We would therefore recommend that Canron Ltd. endeavor to clarify with the Owner all aspects concerning these problems as soon as possible.

Specifically, we would recommend that Canron Ltd. approach the Owners to establish appropriate action for the following:

a) Removal of rust stains or discoloration from surface of painted areas.- Normally, the manufacturer's recommendations should be followed.

b) Agreement between all parties concerned as to the method of film thickness measurements.

c) Agreement between all parties as to existing coating thickness and touch up requirements. We would suggest that this probably could be most readily resolved if we, as your consultants, could meet with the consultants for the Owners and make measurements and assessments together. For any reason, should agreement not be possible, then a third party could be called in.

d) We would also point out that inorganic zinc coatings are sacrificial in nature, therefore it is reasonable to assume that there has been some loss of coating thickness due to natural corrosion protection of the steel.

CAN TEST LTD.

J. G. Smith

APPENDIX

Considerations in making film thickness readings with a Tooke Gauge when brittle coatings are encountered.

Examination of the attached sketch indicates four places where chipping of the film may occur during cutting. Naturally, the more brittle is the film, the greater will be the degree of chipping. Chipping of the film may lead to either high or low results as indicated by the dimensions designated on the sketch, ie, dimensions A, B, C, D, and E must be considered.

When sightings are made through the eyepiece of this instrument, chipping as described above results in the operator viewing jagged edges. This requires the operator to use judgment during readings. For this he should have a thorough understanding of the instrument and of all characteristics of the coating.

Dimension A

Readings result in true thickness values.

Dimension B

Readings results in too high values.

Dimension C

Readings may either be too low or too high, depending on chip size.

Dimension D

Readings will be too low.

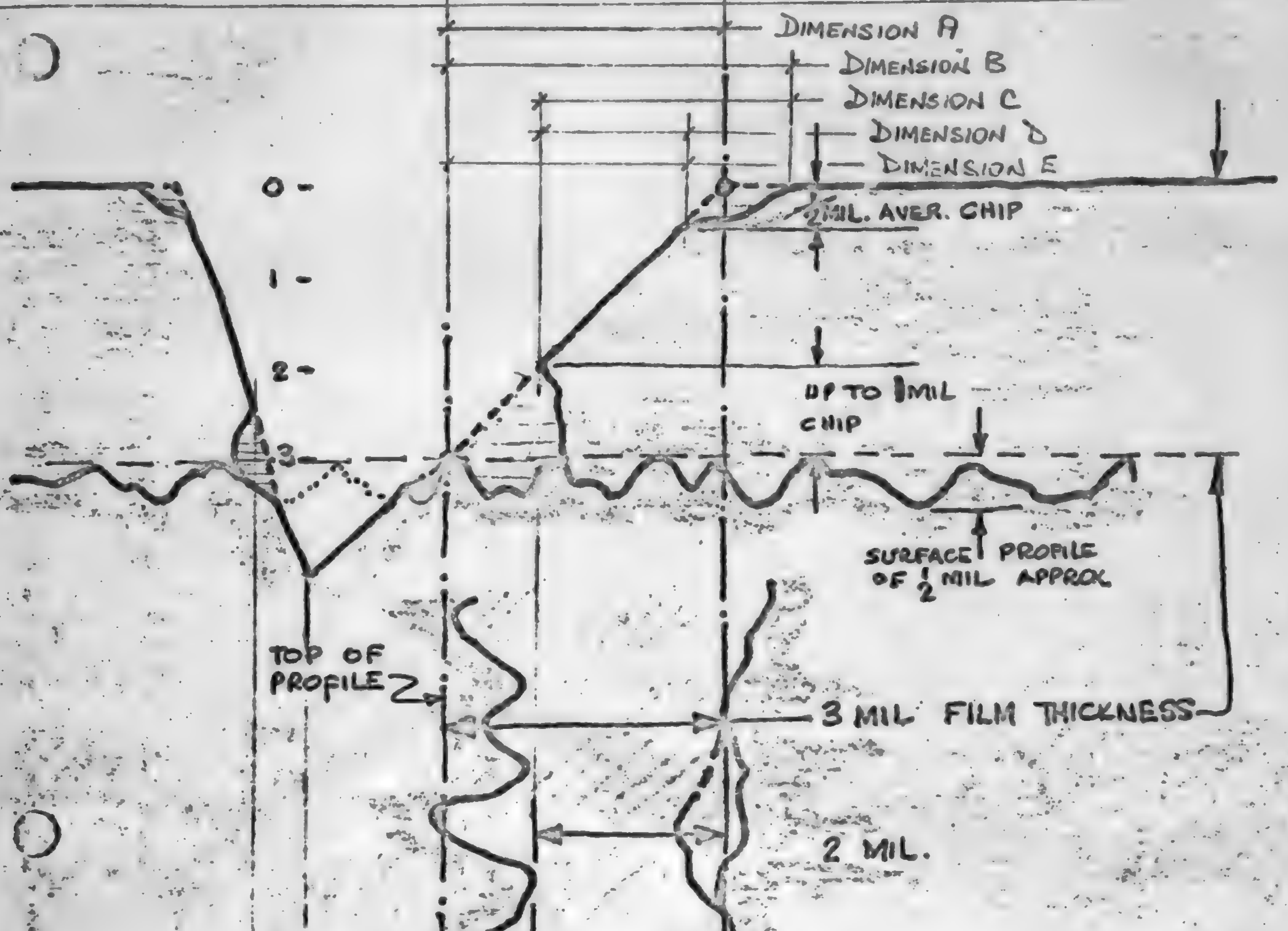
Dimension E

Readings will be too low.

Notes:

The attached sketch does not allow for variation of readings due to depth of profile of base metal.

To demonstrate the effect of brittle coatings on thichness readings obtained with the Tooke Gauge speciman panels may be prepared using organic zinc, Tooke cuts and readings may then be compared with those taken on girders at the jobsite.


DIMENSION A
DIMENSION B
DIMENSION C
DIMENSION D
DIMENSION E
0 -
1 -
2 -
3
½ MIL. AVER. CHIP
UP TO 1 MIL CHIP
SURFACE PROFILE OF ½ MIL APPROX
TOP OF PROFILE
3 MIL FILM THICKNESS
2 MIL.
1.8 TO 2.0 MIL INDICATED OSHD READING

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OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Portland, Oregon 97227
April 27,1971

SUBJECT: East Fremont Interchange
Units A and B
Contract No. 7310, 7311

To:

Memo to Files

I met with Al Johnson, Ivan Merchant, Ed Hardt, Andy Anderson Ralph and Henry Hannan, and John Howard today.

We were informed by Mr. Johnson that the following procedure would be followed in regard to Zinc primer repair and Vinyl paint on the inside of trapezoidal girders:

That zinc which shows rust will be sand blasted and repainted with 3 mils of zinc primer.

Rust stains will be wire brushed.

Splice plates with cadmium plated bolts showing rust may be wire brushed in lieu of sandblasting.

Zinc primer that does not have specification coverage will not be repainted.

Bubbling of the Vinyl coat on inside of girders will be ignored.

CC: Ed Hardt

See later letter, 5-10-71

Robert E. Shotwell
Resident Bridge Engineer

REFERRED TO
A E Johnson, Ivan Merchant
John Howard
Date: 4/30/71 By: HARDT
For: Your information

Due Date:

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STATE HIGHWAY ENGINEER

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FORM 2-10 (REV. 10-63)

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OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 26, 1971

SUBJECT: Expansion Joint Revisions
East Fremont Interchange
Units A and B
Contracts 7310 and 7311

To:
Mr. R. L. Schroeder
Metropolitan Engineer

METRO

Attention Mr. Edward L. Hardt
Metro Bridge Const. Engr.

I am sending you 20 prints each of drawings B-415 through B-420, the detail drawings for the revisions to the multi-cell expansion joints on Units A and B of the East Fremont Interchange. Please take the necessary steps to have the contractor incorporate these changes in the shop drawings for the expansion joints.

The joint modification details have been discussed with Mr. Schell and Mr. Pillsbury of the Federal Highway Administration. They have given preliminary approval of federal-aid participation in a price agreement for the work. Their participation would be limited to an amount not exceeding 10 percent more than the State's estimate for the work. Copies of our estimate of the cost of the revisions is attached. If a negotiated price within the limit specified cannot be reached, the added work on the expansion units should be done by force account.

All the steel components in the revised units except the stainless steel should be painted as specified in the project specifications. The stainless steel should be kept clean and free of paint or other foreign material.

The enclosed prints are being sent to you for your use and for forwarding to the Resident Engineer and the contractor for their work. If additional prints are required, please advise this office.

ORIGINAL SIGNED
WALTER J. HART
Walter J. Hart
Bridge Administration Engineer

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OFFICE OF
STATE HIGHWAY ENGINEER

WJH:dh
Attachments
cc A. E. Johnson
M. J. Kopetz /w/ 3 sets of attach.
R. E. Shotwell /w/ 1 set of attach.
Ed Rief /w/ 1 set of attach.
H. A. Schell /w/ 6 sets of attach.
A. A. Rear /w/ 1 set of attach.

DONALD M. DRAKE COMPANY
1740 N.W. Flanders Street
Portland, Oregon 97209

W[illegible]AMETTE-WESTERN CORPORATION
Foot of N. Portsmouth Avenue
Portland, Oregon 97203

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DRAKE - WILLAMETTE JOINT VENTURERS
EAST FREMONT INTERCHANGE PROJECTS
1201 N. Loring Street
Portland, Oregon 97227

April 20, 1971

Mr. Tom Edwards
Deputy State Highway Engineer
Oregon State Highway Division
Highway Building
Salem, Oregon 97310

Reference: East Fremont Interchange

Dear Mr. Edwards:

The investigation of primed surfaces referred to in your letter of April 16, 1971 apparently confirms our previous contention, which is that the specified primer is incompatible with the atmospheric conditions encountered in the Pacific Northwest during the winter season.

Although not specifically stated, we read the implication that you would intend the corrective measures to be performed at the Contractor's expense. We reiterate that specified materials have been applied in the specified manner, and that the members receiving this coating were approved by the State for shipment. It would appear to us that a paint system with inherent problems has been specified. This becomes more apparent when you consider the difficulties presently being experienced in application of the vinyl finish coat, which, though discovered in October of 1970, still remains unsolved and is becoming increasingly critical.

Your solution, if we have interpreted it correctly, is unsatisfactory, although we are temporarily proceeding with corrective action in order to ensure future productivity for established crews.

In addition to painting difficulties, we are experiencing design problems, and it is becoming difficult, if not impossible, to schedule our work in a manner which will ensure any degree of productivity for manpower or equipment.

① In February of 1971, we were advised of an interpretation affecting the minimum limits of steel erection before concrete placement for deck pours. This requirement, we believe, is not indicated by the Contract Documents, but compliance necessitated a major revision in our erection sequence.

copy of
Pg. 70-71 Spec.
Prov. attached

. . . .

DONALD M. DRAKE COMPANY
1740 N.W. Flanders Street
Portland, Oregon 97208

W[illegible]AMETTE-WESTERN CORPORATION
Foot of N. Portsmouth Avenue
Portland, Oregon 97203

DRAKE - WILLAMETTE JOINT VENTURERS

EAST FREMONT INTERCHANGE PROJECTS

1201 N. Loring Street
Portland, Oregon 97227

Mr. Tom Edwards,
Deputy State Highway Engineer
Oregon State Highway Department
Re: East Fremont Interchange

April 20, 1971
Page 2

2. In May of 1970, a design deficiency in the ring girders for Contract A was noted by our supplier, who advised your engineering firm. As of now, this deficiency is still unresolved. One ring girder has been erected and requires revisions. The remainder cannot be erected pending approval and additional fabrication.

3. In addition to the three foregoing causes for disruption of the work, we have received stop orders on fabrication and installation of the expansion assemblies pending revised design information.

We must advise you, therefore, that the magnitude and affect of the disruption of work is costing additional time and money for which we must claim an adjustment to our Contract, to be determined as soon as solutions to the problems permit the evaluation and extent of compensation due.

We request an early meeting with you to review these problems in detail, as further delay in achieving the solutions will be prohibitive in cost.

Very truly yours,

DRAKE-WILLAMETTE, JOINT VENTURERS

RE Grant

R. E. Grant
Vice President, Construction

REG:br

cc: Mr. Robert Shotwell

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OFFICE OF
STATE HIGHWAY ENGINEER

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APR 19 1971

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1311

April 16, 1971

Drake-Willamette, Joint Venturers
1201 N. Loring
Portland, Oregon 97227

Anderson-Hannan
3427 N. E. Halsey
Portland, Oregon 97213

Gentlemen:

We have spent considerable time recently investigating the matter of the paint situation on both the East Fremont and West Fremont Interchange projects, and our records indicate the following:

(1) Inspection in Portland of the structural steel painted in Vancouver, British Columbia during the summer months of 1970 using RB 191 indicates that we have received an acceptable product.

(2) Tests indicate that steel which was painted in the latter part of October and during the winter months is not acceptable and will require repair work before acceptance.

(3) Tests also indicate that structural steel painted recently in Vancouver and delivered to Portland is acceptable.

In view of the above, it must be assumed that it is possible to obtain an acceptable job when proper procedures are followed.

You are therefore directed to take steps to repair those structural members which have paint deficiencies with the result that the specification amount of paint will be obtained. Necessary repairs will include the removal of any rust and rust stains and the application of additional primer where needed to obtain specification thickness.

Very truly yours,

R. L. Porter
State Highway Engineer

By

Tom Edwards
Deputy State Highway Engineer

cc R. L. Porter
A. E. Johnson
I. D. Merchant
F. D. Morgan
John Jenkins
R. L. Schroeder
Ed. Hardt

AEJ:ms

Edwards handed
Anderson his cy
4-16-71

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OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
April 15, 1971

To: Memo to the File

SUBJECT: West Fremont Interchange
East Fremont Interchange
Contracts 7214, 7310, 7311

The purpose of this Memo is to document the events leading to the decision to clean the rusty steel girders on the subject projects by the sandblast method. This steel was received at the job sites with a shop coat of Enjay inorganic zinc paint applied which subsequently began to show rusty areas. In order to keep work on the projects progressing, it had been decided to proceed with repair of the rusty areas immediately. The cost of this work would be carefully recorded so that, in the event it was decided that it was the State's responsibility, the contractors could be so compensated.

On Monday, April 12, steel cleaning operations began on both projects. At this time, the writer was uncertain as to the better method of cleaning; by sandblast or by wire brushing. Sandblasting would yield a cleaner product, but it was felt it would be more expensive and there was concern that it would accidentally remove good paint along with the rust. With regard to cleanliness, there was a question as to degree of same obtainable by wire brushing and, more importantly, the degree of same necessary under the circumstances. Consequently, both methods were tried on an experimental basis; sandblast on the West project, and wire brushing on the East, to determine the relative merits of each.

Monday afternoon the writer inspected the wire brush cleaning on the East project. In general the work appeared satisfactory, although there was still a question in those areas of deep pitting as to whether the bottom of the rust "crater" was properly cleaned. It was decided to continue this operation since Mr. Harold Harlan, Jr., the State's paint consultant, was due on the project on Wednesday, and it was felt desirable to have him review this procedure. Since at this point in time it was thought that the wire brushing operation would be less costly

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TOM EDWARDS

than sandblasting and since the decision as to cleaning method could have a great monetary impact on the contractors, it was felt that it would be prudent to bend every effort to find the cheapest method to accomplish the cleaning work.

On Tuesday, the writer discussed with Mr. Edwards and Mr. Johnson the sandblast cleaning and painting operation on the West project. Early indications were that paint repairs by this method would not be as expensive as feared and that the writer's concern for sound paint damage by blasting were unfounded. The wire brush cleaning on the East project as an experiment, pending review and advice by Mr. Harlan, was also mentioned.

On Wednesday, April 14, both cleaning operations were inspected by Mr. Harlan; A. E. Johnson; Al Rear; Jim Chidsey; Wally Bryant; the Resident Engineers; and the writer. During this time, the unit cost of the cleaning work done the two previous days was being calculated. It was found that this cost was virtually identical for both methods at about three cents (3¢) per square foot. With this knowledge, the question of degree of cleanliness necessary or desirable became academic, since the better cleaning method did not require a cost premium. Consequently, the decision was made Wednesday afternoon to clean the rusty steel by the sandblast method.

The cleaning by wire brush method as an experiment was discussed by the Resident Engineer involved with the writer and the concept was approved by the latter. Any criticism of this procedure should be directed to the writer, and not the Resident Engineer.

Edward L. Hardt
Assistant Metropolitan Engineer

ELH:slh

cc Tom Edwards
A. E. Johnson
Ivan Merchant
John Howard
Robert Shotwell
Wallace Bryant, BPR

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APR 16 1971

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I-405-8(23)

7311

Salem, Oregon
April 15, 1971

V. E. Skoog
Controller

BUILDING

East Fremont Interchange
West Fremont Interchange
Fremont Bridge

Paint Inspection by Pittsburgh
Testing Laboratory

Until further notice, please hold up any further payment to Pittsburgh Testing Laboratory in connection with the subject projects.

A. E. Johnson
Assistant State Highway Engineer

AEJ:ms

cc R. L. Porter
Tom Edwards
I. D. Merchant
F. D. Morgan
John Jenkins
R. L. Schroeder

RECEIVED
FEB 14 1972
FOR FILING

I-405-8(23)004
73

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
April 13, 1971

SUBJECT: W. Fremont Interchange
E. Fremont Interchange
Fremont Bridge
Paint Thickness Measurements

To: Tom Edwards
Deputy Highway Engineer
State Highway Building
Salem

Inorganic zinc prime coat paint thickness readings have been taken in Portland by the Resident Engineer's crews on structural steel shipped from Vancouver, B. C., San Francisco, and Fought's plant in Tigard. The results are as follows:

West Fremont Interchange:

Rust Ban 191

Mils	No. of Readings	Percent
0 - 0.99	0	0
1 - 1.99	0	0
2 - 2.99	11	1
3+	919	99
Total	930	100

Rust Ban 193

Mils	No. of Readings	Percent
0 - 0.99	66	3
1 - 1.99	618	28
2 - 2.99	1101	50
3+	418	19
Total	2203	100

East Fremont Interchange (From Canron)

Rust Ban 191

Mils	No. of Readings	Percent
0 - 0.99	24	5
1 - 1.99	244	49
2 - 2.99	199	40
3+	28	6
Total	495	100

Rust Ban 193

Mils	No. of Readings	Percent
0 - 0.99	531	39
1 - 1.99	554	40
2 - 2.99	226	16
3+	66	5
Total	1377	100

East Fremont Interchange (From Fought)

Rust Ban 191

Mils	No. of Readings	Percent
0 - 0.99	0	0
1 - 1.99	0	0
2 - 2.99	1	2
3+	50	98
Total	51	100

Fremont Bridge Superstructure

Mobil Zinc 1

Mils	No. of Readings	Percent
0.- 0.99	0	0
1.- 1.99	0	0
2 - 2.99	4	11
3+	33	89
Total	37	100

Mils	No. Readings	%
0 - 0.99	0	0
1 - 1.99	0	0
2 - 2.99	5	5
3+	87	95
	92	100%

If further information or amplification of the above data is desired, please advise.

4/15-16/71 Tests →

0 - 0.99	0	0
1 - 1.99	0	0
2 - 2.99	1	
3+	54	
	55	100%

Robert L. Schroeder
Metropolitan Engineer

By:

Edward L Hardt

Edward L. Hardt
Assistant Metropolitan Engineer

ELH:pb

cc: A. E. Johnson
Ivan Merchant
John Howard
Robert Shotwell
Robert Cunningham

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APR [illegible] 1971
OFFICE OF
STATE HIGHWAY ENGINEER

Form FHWA-121 (12-6
UNITED STATES OVERNMENT

Memorandum

U. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

I-405-8(23)304

7311

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

DATE: April 12, 1971

In reply refer to: 08-35.1

FROM : R. F. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Projects I-405-8(20)303, I-405-8(22)304, I-405-8(23)304
Fremont Bridge Approaches

Mr. Johnson's letter of April 9 enclosed an attached letter of understanding between Harlan Associates, Inc. for specialized services in connection with the paint inspection on the subject projects.

Recognizing that the problem is of vital importance requiring immediate specialized services not available in the Highway Division, these services are approved as participating charges.

Testing charges should be in accordance with an accepted schedule. Personal services are eligible for Federal participation to the extent that the costs are reasonable and can be justified.

Simpson:nig

4-14-71
cy to: Merchant
Morgan
Mtls-Ed Hardt
Sheary

NOTED
TOM EDWARDS

RECEIVED

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

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APR 19 1971

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

I-405 [illegible]
7311

April 9, 1971

Harlan Associates, Inc.
Eleven Duboce Avenue
San Francisco, California 94103

Attention Mr. Harold Harlan, Jr.

Gentlemen:

This will confirm our telephone conversation on Friday, April 2, concerning utilizing the services of your company to inspect the inorganic prime coat paint on structural steel at the Canron Plant in Vancouver, British Columbia destined for the Fremont Bridge in Portland.

This work is in connection with a problem of insufficient amount of prime coat on the structural beams after delivery to Portland and the application of high-build vinyl on the inorganic zinc, resulting in some bubbling and pitting.

We also agreed that we desire you to inspect the steel at Portland and determine for us by laboratory testing or other means the adequacies of our paint specifications and, if possible, the reason for the less-than-specification amount of paint and the presence of rust on the steel members. Your work would also include a recommendation to us as to the application of the vinyl top coat.

We agreed that your work would be conducted at the following rates:

1. Job-site inspection and consultation--$400 per day or part of day. (You have subsequently indicated an estimate of six days at this rate.)

2. Travel and expenses--estimated on April 9 to be approximately $500.

3. Laboratory testing at $40 per hour. On April 9, after inspecting the painting procedure at Vancouver, B. C.

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OFFICE OF
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and steel beams at Portland, you indicated your procedures will require approximately $3,200 of laboratory testing time. It will consist of spectrographic analysis; infrared tests; accelerated aging tests; weatherometer tests; preparation and testing of test panels; and preparation of summation and reports.

We have also agreed that there will be an expense of approximately $100 for necessary phone calls and miscellaneous expenses.

Based on the above, it is estimated that the cost of your services will be approximately $6,200. If this is in accordance with your understanding, please return a signed copy of this letter to us.

Very truly yours,

R. L. Porter
State Highway Engineer

By

A. E. Johnson
Assistant State Highway Engineer

AEJ:ms

Carroll B. Curtin Jr
By

14 April 1971
Date

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APR 12 1971

FOR FILING

I-405-8(23)304
7311

Salem, Oregon
April 9, 1971

Link Support Bent Plates
East and West Fremont Intchs.
Contracts 7214, 7310, 7311

R. L. Schroeder
Metropolitan Engineer

PORTLAND

On the subject of the link support bent plates for the above project, please advise the contractor of the following:

All bent plates at the forward support of the link assemblies which are bent to a radius on the concave face of less than the thickness of the plate are to be removed and replaced. Your attention is directed to Article 410-3.30 of the Standard Specifications, 1964 Edition. All other bent plates at either the forward or rear support of the link assembly which exhibit cracking as determined by visual observations or x-ray are to be removed and replaced.

A. E. Johnson
Assistant State Highway Engineer

cc: I. D. Merchant
F. D. Morgan
A. A. Rear
John Howard
Robert Shotwell

WJH:ag ms

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I-405-8(23)304
7311

April 9, 1971

Mr. R. E. Simpson, Division Engineer
Federal Highway Administration
Post Office Box 300
Salem, Oregon 97308

Dear Sir:

Re: Fremont Bridge Approaches
FAP I-405-8(20)303 (West)
I-405-8(22)304 (East Unit A)
I-405-8(23)304 (East Unit B)

Reference is made to Mr. Edwards' April 5 letter seeking your approval for us to retain Harlan Associates, Inc. of San Francisco, California at an estimated cost of $3,000.

Due to delays being encountered by our contractors and the seriousness of these delays, it was believed necessary to proceed with the services of Harlan Associates, Inc., who were recommended to us by Mr. Lew Cody of the Washington Department of Highways and Mr. Herb Rooney of the Materials and Research Department of the California Division of Highways. On April 6 an inspection was made at the Vancouver, British Columbia plant of Canron Company and of the steel beams in Portland on April 7.

This inspection was made by Harold Harlan, Jr. in company with Ed Hardt, Ed Rief, and A. E. Johnson from the Highway Division and Herb Schell of your Division. The result of our inspection confirmed that the magnitude and seriousness of the problem was more than we believed, and it is now estimated that the consultant's costs will be approximately $6,200 as outlined in the enclosed copy of a letter to Harlan Associates, Inc. We believe the costs to be in order, including the laboratory testing charge, which would include several testing procedures at the same time.

We request your approval of charging the cost of this work to the cooperative engineering costs of the projects involved.

Very truly yours,

R. L. Porter
State Highway Engineer

By

A. E. Johnson
Assistant State Highway Engineer

AEJ:ms
Enc.

bc R. L. Porter
Tom Edwards
I. D. Merchant
Ed Hardt
Ed Rief

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APR 13 1971
FOR FILING

I-405-8(23) 50-1
7311

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
April 8, 1971

SUBJECT: East & West Fremont Interchanges
Contracts 7214, 7310 & 7311
Painting Inspection at Canron's
Plant II at Vancouver, B. C.

To: Memo To The Files

The purpose of this memo is to document an inspection made at Canron's Plant II fabricating yard in Vancouver, B. C. on April 6, 1971. This inspection was made by A. E. Johnson, Ed Rief and Ed Hardt of the OSHD; Herbert Schell of the FHWA; and Mr. Harold Harlan, Jr. of Harold Harlan Associates. Mr. Harlan is a painting consultant who has been engaged by the State to try to determine the cause of the paint failure problems experienced in Portland on both projects. The purpose of the inspection was to uncover facts that might aid in this investigation.

The first four named above arrived in Vancouver at 3 PM on April 5. A brief tour was made of the paint line at the plant in order to become acquainted with this facility. Our principle contacts with Canron during the inspection were with Dick Davies who is in charge of quality control and Mr. John Wulf who is the paint line superintendent. Both these people and Mr. Terry Lavry who we also spoke to during the visit were most helpful and as far as we could tell, very open with the things that they told us. Also during this inspection, we spent considerable time talking to Don Scott and Ken Peterson of Pittsburg Testing Laboratory. Mr. Scott had come up especially to Vancouver to aid us in our investigation.

At 10:30 on the evening of the 5th, we picked up Mr. Harlan at the Vancouver airport. We spent the next several hours briefing him on the problems related to painting on the projects so that when he went to the plant the following day, he would have some knowledge of the reason for his employment.

The following day, Tuesday, was spent from 8:30 AM until 5 PM at Plant II looking into the details of the paint line and inspection of girders that were loaded on a barge, ready for shipment to Portland. The weather was rainy which actually aided in the investigation since it created conditions similar except for temperature to those that would have been experienced during the past winter when the work now under investigation was performed. Listed below are the findings of the group not necessarily in order of importance.

1. Review of the blasting, painting, resultant mil coverage indicated to us that this work is being done in a good workman-like manner. We could find no fault of any magnitude with the work that was being done at the time of the inspection. However, it should be

NOTED
TOM EDWARDS

kept in mind that the work as it is being done now does not necessarily represent the manner in which the work was being done at the time that the girders now in Portland were being painted.

2. Numerous checks were made of PTL's paint thickness readings on the barge. There was a good correlation between these readings and there is no doubt that PTL can read the Tooke gauge and get the same kind of readings as the State's people.

3. Our discussions with Canron's people indicate that in our opinion Enjay Paint Company has not been supplying Canron with a consistent product. Principally in the area of the viscosity of the paint. When the viscosity changes, then the application methods must be altered to compensate which causes confusion among the workmen.

   The viscosity of the paint first changed markedly in January of 1971 which then required the application of two coats of zinc in order to obtain the proper thickness. Prior to this time, Canron was able to obtain the required thickness with a one coat operation. Canron questioned this paint at this time but it was approved by the State's laboratory so it was used.

4. When the low viscosity paint which required the application of two coats as mentioned above was first applied, it was necessary to experiment to determine how to successfully apply the two coats. Canron first tried to apply the second coat before the first had dried in order to get good bond between the coats. This resulted in a separation of the coats days later so Canron went to a conventional two-coat application wherein the first coat was completely set before the second was applied. This required a delay between coats on the order of an hour.

5. Canron has engaged a firm called CanTest to review their painting operation. We were told that so far they have received a "clean bill of health" from this testing firm with regard to the Plant III painting operation insofar as its compliance with our specifications. Gordon Smith of CanTest has a theory that the phosphoric acid which is being used for the post cure, is absorbed deep into the zinc coating, possibly clear to the base metal. Then, later when the paint is exposed to moisture, the unused acid is reactivated, comes to the surface and softens the surface of the zinc.

6. CanTest has made a number of test panels to test the paint application in Vancouver and in Portland. Some of these panels were postcured and some were not. There is a question as to when these panels were postcured since there may have been a weekend interval between application of paint and curing material. Mr. Harlan checked the hardness of the paint on these panels and

commented that it is harder than the paint on the girders that we looked at at Plant II.

7. It was raining during our visit and it was evident that zinc paint which was wet (exposed to the rain) was softer than that which was dry. Paint on a girder on the barge exposed to the rain could be easily eroded by rubbing with the edge of a coin. Paint on the same girder surface which was dry was only burnished by the action of the rubbed coin. Dry and wet paint scraped with a knife blade and scratched with a pencil lead also showed a marked difference of surface hardness. These individual tests were performed at locations separated on the order of a foot or less. The only difference being that one location was wet and the other dry. Other than that, it was the same paint being tested in both cases.

Rain falling on a freshly painted girder (12 hours previously) which had just been pulled out of the paint shelter was closely inspected. It was noted that an individual drop of rain caused minute bubbling indicative of a chemical action between the moisture and the post-cure acid which had been applied about an hour previously. This acid is applied heavier than a " mist " coat completely wetting the surface and running in some areas. This is Rust Ban No. 6051 and is applied at the rate of 160 square feet per gallon. The acid container carried instructions that it should be applied as a mist coat and Jamron was told by [illegible] to apply it at the rate of about 400 square feet per gallon.

At this point, it might be well to mention that we were told that the past winter in Vancouver was one of the most severe on record. Approximately six feet of snow fell, many mornings were below freezing and large amounts of rain fell. During this period of inclement weather the girders now showing distress in Portland were painted and stored in the open while waiting shipment to Portland.

8. Numerous paint thickness readings on the girders on the barge were taken with the Tooke gauge by Ed Rief. These readings closely checked existing readings recently taken by Jamron and PTL and all indicated three mils or more of paint. These readings will be checked again in Portland to determine if there has been any film thickness loss.

9. The application of a thin coating of vinyl paint in lieu of the post-cure treatment was discussed with Tony Lavry. He was told that we were concerned about the possibility of a lack of cure of the zinc if it was prematurely covered and for this reason would not approve of this change without further testing.

10. John Wulf, Canron's Paint Line Superintendent, performed a demonstration on the paint line which showed the deletorious action of the post-cure acid on the zinc paint which had been already post-cured. He wet a cloth with the acid out of the spray gun, rubbed the zinc painted surface with same and was able to remove the paint with moderate rubbing. Tooke gauge readings indicated a paint film thickness loss from 3.6 to 3.0 mils.

Pending results of Mr. Harlan's testing of the components and samples of dried paint which he collected on this tour, it was the consensus of the group excluding Mr. Harlan that the first place to look for the cause of the paint problem is the post-cure material, phosphoric acid, which has been applied to all girders painted with Kent Ben 193. Due to it's reactivation in the rain, its harmfull effect on the paints surface when applied directly and rubbed, there is a strong question that if there has been a paint loss between the time of application in Vancouver and erection in Portland that this post-cure material may be the chief culprit. After briefly inspecting some of the steel erected in Portland, Mr. Harlan left for San Fransisco on Wednesday, April 7, to start a testing program in his laboratory. He expects to return to Portland early next week to make an in-depth inspection of the painted steel here.

Robert L. Schroeder
Metropolitan Engineer

By:

Edward L. Hardt

Edward L. Hardt
Assistant Metropolitan Engineer

ELH:pb
cc: Tom Edwards
A. B. Johnson
Ivan Merchant
John Jenkins
Robert Cunningham
John Howard
Robert Shotwell
Ed Rief
H. A. Schell
Harold Harlan
Don Scott, PTL
Ken Peterson, PTL

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APR 9 1971
OFFICE OF
STATE HIGHWAY ENGINEER

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FO[illegible]

CONTRACTORS
DEVELOPERS

DONALD M. DRAKE COMPANY
1740 N. W. FLANDERS STREET • PORTLAND, OREGON 97209

TELEPHONE (503) 228-3991

#7310
7311
7312
7314

I-405-3(23)304
7311

April 6, 1971

Mr. Tom Edwards
Deputy State Highway Engineer
Oregon State Highway Division
Highway Building
Salem, Oregon 97310

NOTED
A E JOHNSON

Dear Tom:

This will confirm my understanding of our conversation of this date.

In the interest of minimizing our extra costs to the state, we will proceed under the state's direction with the correction of the paint situation on the interior of the box girders so that the finish coat can be applied and forming and pouring operations can be resumed.

We will keep the cost information in accordance with the state's extra work order procedure and we trust the state inspectors will advise us of the procedure for rust and rust stain removal as well as the touch up prime coat required before the final vinyl is applied.

Yours very truly,

DONALD M. DRAKE COMPANY

Frank

Franklin G. Drake
President

FGD:mb

cc: R. E. Grant
W. Bugge

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TOM EDWARDS

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APR 7 1971
OFFICE OF
STATE HIGHWAY ENGINEER

Johnson

cy FHWA 4-8
cy El Hardt 4-9-71

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I-405-8(23)
73,,

April 5, 1971

Mr. R. E. Simpson
Division Engineer
Federal Highway Administration
Box 300
Salem, Oregon 97308

Dear Mr. Simpson:

As you are aware by telphonic discussions, a serious question has been raised concerning the adequacy of the paint specification on the Fremont Bridge approaches. For this reason, we seek your approval to retain Harlan Associates, Inc. of San Francisco, California to inspect the inorganic prime coat paint being applied at the Canron plant in Vancouver, B.C.; to inspect, also, the material on hand at Portland; and to give us an expert opinion as to the specification.

The expected cost of this consultation and opinion will be approximately $3,000. We seek your approval for this expenditure as an engineering charge against the project.

Very truly yours,

R. L. Porter
State Highway Engineer

By

Tom Edwards
Deputy State Highway Engineer

TE:ja

bc R. L. Porter
A. E. Johnson
Victor D. Wolfe
Ivan Merchant

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APR 5 - 1971

FOR FILING

April 2, 1971

Andersen-Hannan
3427 N. E. Halsey Street
Portland, Oregon 97213

Gentlemen:

After spending considerable time on the West Fremont interchange inspecting steel in place, I would recommend to you that you proceed immediately with correction of the paint situation on the interior of the box girders on that section which you are now forming and getting ready for concrete pour.

In view of the controversy concerning the adequacy of the paint specification, I would recommend that you keep a detailed and separate record of the cost of the corrective work.

I am advising our field office to check with you concerning these cost records in the same manner that would be followed for Extra Work processes.

Very truly yours,

R. L. Porter
State Highway Engineer

By

Tom Edwards
Deputy State Highway Engineer

TE:sr
cc: Franklin G. Drake

cc: R. L. Porter
F. B. Klaboe
A. E. Johnson
V. D. Wolfe
F. D. Morgan
Ivan D. Merchant
R. L. Schroeder

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DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	X
DAY LETTER	
NIGHT LETTER	

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WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1213 (7-68)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED
			Oregon State Highway Division	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

To Mr. Harold Harlan, Jr. April 2 19 71
Harlan Associates, Inc.
Street and No. 11 Duboce Avenue
Care of or Apt. No. *Destination* San Francisco, Calif. 94103

Your proposal for consulting services in connection with painting of our Fremont Bridge, Portland, at $400 per day plus expenses satisfactory. Will work out details of meeting by phone.

AEJ:ms
cc Acctg. ✓

A. E. Johnson
Assistant State Highway Engineer
Oregon State Highway Division
Salem, Oregon

Senders's name and address (For reference)

378-6516
Sender's telephone number

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APR 5 - 1971

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DOMESTIC SERVICE Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	X
DAY LETTER	
NIGHT LETTER	

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WESTERN UNION
TELEGRAM

W. P. MARSHALL
CHAIRMAN OF THE BOARD

R. W. McFALL
PRESIDENT

INTERNATIONAL SERVICE Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

April 1, 1971

NOTED
A. E. JOHNSON

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APR 1 1971
OFFICE OF
STATE HIGHWAY ENGINEER

Mr. B. T. Leary
Canron Limited
Fremont Project Office
4678 Byrne Road
S. Burnaby, B.C.
CANADA

Adverse to my approval yesterday do not order or apply one mil vinyl coat until further notice.

Tom Edwards
Deputy State Highway Engineer

WJH:dh

cc Accounting
A. E. Johnson

WJH

WU1206(R8-69)

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 31, 1971

SUBJECT:

To: MEMO TO FILE

As a result of a meeting today with Andersen-Hannan and Drake-Willamette concerning the east and west approaches to the Fremont Bridge, the decision was taken to employ CH_2M to determine expeditiously the most pertinent way to proceed with the painting of the steel work on these approach structures.

Until decision concerning this matter is forthcoming, instructions to both these companies under date of March 12 over the signatures of Robert Shotwell and John Howard shall be held in abeyance.

Tom
Tom Edwards
Deputy State Highway Engineer

TE:fn

cc Andersen-Hannan
3427 N. E. Halsey Street
Portland, Oregon 97213

Donald M. Drake Co. &
Willamette Western Corp.
1740 N. W. Flanders Street
Portland, Oregon 97209

R. L. Porter
F. B. Klaboe
A. E. Johnson
Victor D. Wolfe

F. D. Morgan
I. D. Merchant
Robert L. Schroeder

Robert Shotwell
John Howard

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Genl files.

CANRON LIMITED WESTERN BRIDGE DIVISION 145 WEST FIRST AVENUE, VANCOUVER 10, B.C.

PROJECT ______ MADE ______ DATE April 2. 197
NO. ______ CHECKED ______ DATE ______

7311

Total paint purchases :	12,800 USG
Paint inventory :	2,125 USG
CONSUMED	10,675 USG.

Completed footage :	GIRDERS	83.6%	1,735,000 FT^2
	RINGS & X-B.	72.6%	252,000 FT^2
	FB & STR.	85.4%	268,000 FT^2
			2,255,000 FT^2

COVERAGE : 211 □'/USG

1 USG $= 0.134\ FT^3$
= 1605 MIL. □' (NET)
≏ 1000 MIL. □' (CURED) (62.2% solids).

For 211 □'/USG, theoretical coverage = 4.74 DRY MILS.

SUBTRACT :	PROFILE EFFECT	0.50 MIL.
	SPRAY EFFECTS & LOSSES	0.47 MIL.
		0.97 MIL.

??

Net average cured coating 3.77 MILS.

RECEIVED
NOV 27 1972
OFFICE OF
A. E. JOHNSON
ASSISTANT STATE HIGHWAY ENGINEER

c

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MAR 23 1971
FOR FILING

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

I 405-8(22)EC-1

7311

March 19, 1971

Pittsburgh Testing Laboratory
611 S. E. Harrison Street
Portland, Oregon 97214

Attention Mr. Donald R. Scott
Portland District Manager

Gentlemen:

East and WestFFremont Interchanges
Contracts 7310, 7311, and 7214
Painting Procedures

On February 24 I verbally requested a report from you covering the painting procedures in Vancouver, B.C. on the East and West Fremont Interchanges. This report was to be a detailed report of the painting operations as carried out by the fabricator and the inspection operations performed by your organization. Your report to me, dated March 8, 1971, goes into the details of overall shop inspection, which I did not request, and the portion of the report pertaining to painting is of an academic nature and does not fulfill the request of February 24.

As you know, a number of shipments of steel from Vancouver, B.C. have arrived in Portland with a shop-applied prime coat which does not meet the requirements of the contract specifications. The engineering contract between Pittsburgh Testing Laboratory and the State of Oregon requires your organization to inspect the paint procedures for compliance, in all respects, with the contract requirements. The inspection requirements in general are listed on page 10 of 10 of the inspection procedure requirements a part of the contract document.

Will you please give me a written report covering the following items, but not being limited to these, in order that we may have a clear picture of the shop procedures:

For a particular girder number (give number), give the following information:

1. Time on the paint line.

2. Curing time after completion of all painting and before exposure.

3. Time of taking mil thickness tests.

4. Number of mil tests - what determined the number.

5. Location of mil tests - what determined location.

6. Method and details of picking up holidays and thin applications after mil tests.

7. What percentage of the actual application time, as given in 1 above, was there inspection coverage by Pittsburgh Testing Laboratory and by fabricator.

8. Extent and details as listed above for fabricator's procedures. (Description of fabricator's quality control procedures.)

9. Any other items pertinent to the paint application, curing, or handling of completed sections or units.

It would be appreciated if this material could be received in this office not later than March 29.

Very truly yours,

R. L. Porter
State Highway Engineer
By

Ivan D. Merchant
Bridge Engineer

RECEIVED

IDM:dh

cc A. E. Johnson ✓

Form E-203—5M

I-405-8(23)304
7311

STATE COPY 6-11

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED EFFECTIVE DATE 3-9-71
Contingent upon modification of project agreement if additional funds are required.
By Dist. Engineer
DATE 4-6-71
FEDERAL HIGHWAY ADMINISTRATION

Project Name East Fremont Interchange Unit B

Highway Stadium Freeway

County Multnomah

Contractor Drake-Willamette, Joint Venturers

Address 1201 North Loring Street, Portland, Oregon 97227

Date March 8, 19 71

Contract No. 7311

Prefix 626-1018

F. A. Project No. I-405-8(23)304

Order No. 7

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:
Furnish & install additional reinforcing steel in deck section.

1. Maximum equipment rental rates allowable as per A.G.C. Agreement.
2. Percentage allowed contractor is in accordance with the executed contract.

Location by station numbers:

"WE" 323+35 to "WE" 326+06.

Estimate of quantities and cost:

Material	$370.00
Labor	300.00
Equipment	30.00
Total	$700.00

NOTED
TOM EDWARDS

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")
Excessive dead load deflection of steel girders required that an extra depth "concrete lug" be formed over girder flanges. Usefulnees of the shear connectors are impaired due to connectors no longer projecting into deck section. The additional reinforcing is to act as a shear connector. Deck reinforcing was partially in place when additional steel was installed requiring additional work to place steel. Work commenced 3/9/71. FHWA informed.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$9,458,459.11
Present estimate of project cost, including $ 700.00 for work under this order	$9,454,922.90
Expected under-run XXXXXXX amount	$ 3,536.21
Expected under-run XXXXXXX per cent	0.037%

Space to right of this line is for use of Salem Office

Submitted by: Resident Engineer

Approval Recommended: Walter J. Hart, ~~Construction Engineer or~~ Bridge Engineer Supv.

Approval Recommended: Edward C. Hendt, Division Engineer

Approved: ~~Deputy State Highway Engineer, Assistant State Highway Engineer or~~ Construction Office Engineer. 4-8-71

SP*23877-136

Form FHWA-121 (12-67)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

Box 300
Salem OR 97308

I-405-8(23)

DATE: January 29, 1971

In reply refer to: 08-35-EC

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

7311

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

Klahoe

SUBJECT: Design Approval under PPM 20-8

Reference is made to Mr. Young's January 13 letter in which he discusses the above subject as it related to a list of 26 Federal-aid projects. With regard to the first point raised in that letter we concur that a design approval for the construction of a section of highway would include all the elements necessary to complete the improvement even though some may be accomplished later under separate contracts. This remains true, however, only if the elements involved are those normally associated with that type of improvement and the proposed improvement remains essentially the same as that originally approved.

We have examined our records for each of the 26 project sections listed in the above-mentioned letter and concur that either design approval has been given or the project had developed beyond design approval stage prior to the effective date of the current PPM 20-8, and no further action is required except as noted below.

In the North Tigard Interchange - South Tigard Interchange Section the area involving the North Tigard Interchange was excluded from design approval.

In addition major revisions under consideration at the Haines Road Interchange may require additional design approval.

2-2-71

REFERRED TO
Young
By Asst. State Hwy. Engr.

NOTED
TOM EDWARDS

RECEIVED
FEB 2 1971
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JAN 15 1971

January 13, 1971

Mr. R. E. Simpson
Division Engineer
Federal Highway Administration
477 Cottage Street N.E.
Salem, Oregon

Dear Sir:

Design approval was granted by the Federal Highway Administration for the following projects on the dates as listed; we hereby request your concurrence that this approval included landscaping and other minor work (such as lighting, signing, screening and sound barriers), although this work may be done by separate contract immediately following completion of construction and as financing permits.

The proposed work is stage construction required to complete the sections of highway as scheduled for construction and this anticipated future work is necessary to improve the esthetics, maintain safety standards and protect the environment.

We further request your concurrence that the requirements of PPM 20-8 were fulfilled in obtaining design approval for the following sections and that the above-mentioned work was included; consequently, no further action is required.

We also request your concurrence that, inasmuch as this work is considered stage construction and no additional right of way is required, the subject projects are exempt from State and Regional Clearinghouse review under paragraph 2b of IM 50-1-70.

We trust the included information is sufficient for you to grant the requested concurrences for the proposed projects.

> Richland Interchange-S. Baker Interchange Section, Old Oregon Trail Highway, Baker County — Design approval received on May 13, 1969.
>
> West Fremont Interchange (Unit 2) Section, Stadium Freeway, Multnomah County — Design approval concurred in letter of November 18, 1970.

E. Unit, Pendleton-Emigrant Hill Section, Old Oregon Trail Highway, Umatilla County — Design approval received April 7, 1969.

Columbia County Line-Burlington Section, Columbia River Highway — Design approval received November 17, 1969.

N.E. 60th Ave.-Cascade Highway Section, N.E. Portland Highway, Multnomah County — Design approval received May 27, 1970.

Hayesville Interchange-Battle Creek Section, Pacific Highway, Marion County — Design approval received March 26, 1970.

Jumpoff Joe Creek-Grants Pass Section, Pacific Highway, Josephine County — Design approval received Feb. 13, 1970.

Battle Creek-Talbot Road Section, Pacific Highway, Marion County — Design approval received February 13, 1970.

S. Tigard Interchange-East Portland Freeway Interchange Sec., Pacific Highway, Washington and Clackamas Counties — Design approval received August 9, 1970.

Jantzen Beach Interchange-Columbia Slough Bridge Section, Pacific Highway, Multnomah County — Design approvals received July 1, 1970 and August 31, 1970.

Park St.-Tolman Creek Road (Ashland) Section, Green Springs Highway, Jackson County — Design approval received May 15, 1970.

North Tigard Interchange-South Tigard Interchange Section, Pacific Highway, Multnomah and Washington Counties — Design approval received August 19, 1970.

Woodburn Interchange-Hayesville Interchange Section, Pacific Highway, Marion County — Design approval received September 2, 1970.

Garden Valley Road-Fairgrounds Interchange Section, Pacific Highway, Douglas County — Design approval received July 2, 1970.

South Medford Interchange-South Ashland Interchange Section, Pacific Highway, Jackson County — Design approval received October 26, 1970.

La Grande-Ladd Canyon Section, Old Oregon Trail Highway, Union County — Design approval received May 13, 1969.

Ladd Canyon Section, Old Oregon Trail Highway, Union County, Design approval received May 13, 1969.

Ladd Canyon-North Powder Section, Old Oregon Trail Highway, Union County — Design approval received May 13, 1969.

Olds Ferry-North Fork Jacobsen Gulch Section, Old Oregon Trail Highway, Malheur County — Design approval received May 20, 1969.

North Fork Jacobsen Gulch-North Ontario Interchange Section, Old Oregon Trail Highway, Malheur County — Design approval received May 20, 1969.

Forest Grove Section, Tualatin Valley Highway, Washington County — Design approval received July 28, 1969.

Chemawa Road-Hayesville Section, Pacific Highway East, Marion County — Design approval received December 1, 1969.

Rickreall-Independence Jct. Section, Willamina-Salem Highway, Polk County — Design approval received January 8, 1970.

Winston-Shady Section, Coos Bay-Roseburg Highway, Douglas County — Design approval received May 1, 1970.

Bend E.C.L.-Ward Road Section, Central Oregon Highway, Deschutes County — Design approval received August 13, 1970.

East Fremont Interchange Section (Units "A", "B", "C"), Stadium Freeway Highway, Multnomah County — Design approval concurred in and received April 16, 1969

Attached for your convenience in identifying the project sections is a cop, of our current Tentative Schedule of Contract Lettings.

Very truly yours,

R. L. Porter
State Highway Engineer

By

L. H. Young
Program and Planning Engineer

Attachments

DAR:ia

cc: F. B. Klaboe
Frank Hall
R. W. Ellison
R. N. Chase
B. L. Gifford

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NOV 30 1970
FOR FILING

FORM E-30 (REV. 10-69)

I-405-8(23)301
7311

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
November 20, 1970

[illegible]
A. E. Ju[illegible]

SUBJECT: Fremont Superstructure,
Contract 7276
East Fremont Interchange,
Contracts 7310 and 7311
West Fremont Interchange,
Contract 7214
Vinyl Paint

To: Memo to the File

On November 20 a field inspection of structural steel painted with inorganic zinc primer and vinyl topcoat was made at Swan Island and the West Fremont Interchange by Messrs. Johnson, Merchant, Schell, Hardt, Cunningham, Howard and various representatives of the paint suppliers--Enjay and Mobil--and the painting subs--Klaas and Kreiter. The purpose of this inspection was to observe the "bubbling" and "cratering" which has plagued the vinyl paint application to date.

On Swan Island where Klaas is using Mobil paint on the superstructure steel, the group observed a panel of steel which had had 16 wet mils - 5 dry mils of vinyl applied which had numerous bubbles. There were also panels with lessening amounts of vinyl applied as a "primer" coat over which an additional coat of vinyl was applied during the group's presence. The most promising combination was one which had 6 wet mils - 1+ dry mils which was reasonably free of bubbles, over which was applied 10 wet mils - 4 dry mils which had a few bubbles. This panel was still not acceptable from the point of view of bubbling but indicates that with the proper combination of coats considerable improvement in this problem can be made.

At the West Fremont Interchange where Kreiter is using Enjay paint Don Bozeman, representing Enjay, showed the group a number of test panels on which various combinations of vinyl paint formulations and coats were tried. The attached sheets are Bozeman's notes of these tests. The most promising was "Second Bay, Panel 3L" where the standard formulation thinned with one half pint per gallon of MEK was applied in one coat.

It was agreed by all that this panel represents an acceptable vinyl coating and would be used as an inspection standard for future work. It was also agreed that both contractors using Enjay paint would be allowed to proceed with this modified formula on an experimental basis to determine if an acceptable production paint job could be obtained.

R. L. Schroeder
Metropolitan Engineer

by

Edward L Hardt

Edward L. Hardt
Assistant Metropolitan Engineer

ELH:lh
Enc
cc: A.E. Johnson, w/Attach.
Ivan Merchant "
John Jenkins "
R.O. Cunningham "
John Howard "
Bob Shotwell "

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NOV 24 1970
OFFICE OF
STATE HIGHWAY ENGINEER

Oct. 31, 1970 Paint Test
West Fremont Interchange

Pg 1 of 2

Conditions: Air Temp. = 54°F
Rel. Humid. = 53%
Surface Temp., left side web = 64°F
right side web = 73°F

1st Bay Not available

2nd Bay, Panels 1R, 2R, 3R, 2L
product: New formulation, no thinning
2 coats, 5 minute interval
Result: Excellent (An occasional bubble located where vinyl is 8+ drym

---

2nd Bay, Panel 3L
T
product: OSHD Formulation with 1/2 pt./gallon MEK
1 coat
Result: Acceptable (few tiny bubbles plus some 3/16" ± ϕ.)

3rd Bay, Panels 1L, Top of 3L, and Diaphram
product: New formulation with 1 pt./gallon Isophorone
2 coats, 2 minute interval
Result: Acceptable (some foam, or small bubbles)

3rd Bay Panel 3R, Bottom of 3L
product: New formulation with 1 pt./gallon Isophorone
1 coat
Result: Acceptable (we probable could have better results with only 1/2 pt./gal. thinner)

4th Bay Panel 1L
product: New formulation, no thinning
2 coat, 1 1/2 min. interval
Result: Acceptable (small bubbles)

4th Bay, Panels 1R, 2R
product: New formulation, no thinning
1 coat
Result: ???

4th Bay, Panel 2L
product: New formulation, no thinning
1 coat
Result: Acceptable (some small bubbles)

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NOV 30 1970
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[illegible]

7311

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 20, 1970

SUBJECT: Painting
East and West Fremont Interchanges
Stadium Freeway
Multnomah County
Contracts 7214, 7310, 7311

To:

Memo to the Files

On Wednesday, November 18, 1970, at 2:10 p.m. a meeting was convened in the conference room of the Highway Building in Salem, Oregon to discuss a problem with the vinyl paint system on the East and West Fremont Interchanges. A listing of those in attendance and their affiliation is given on a following page.

Mr. Bugge opened the discussion with a statement of the problem as it relates to the East Fremont Interchange. It was indicated that a similar problem exists on the West Fremont. The contractor states that they believe the vinyl top coat of paint applied and the method of application are within the context of the specifications but that the work is still not acceptable under these specifications or to the State's inspectors. The contractor wishes a statement from the State on what further action should be taken.

Mr. Everett commented that the problem with the paint system is seriously hindering work on West Fremont. Forming for the deck on the steel units cannot proceed in an orderly manner until the problem with the paint system is resolved.

Mr. Bugge stated that it was his observation that such problem as may exist was one of bubbling of the vinyl top coat. He stated again that he feels his painting subcontractor has followed the specifications and still cannot get a job acceptable to the State. Mr. Johnson stated that in Enjay's letter of November 6, 1970, it was indicated that there is a way to solve the problem being experienced.

Mr. Merchant stated that the top coat should not pinhole. Mr. Bozman stated that all vinyls have pinholes to a degree and that it is not possible to completely eliminate their presence. He further stated that there are requirements of the project specifications which are not compatible with vinyl paint. He defined the following industry terms relating to paint systems:

Crater - paint bubbles that break.

Bubbling - gas entrapment.

Pinholes - caused by gas passing through paint film that breaks the film and the film does not seal in.

Mr. Blue stated that pinholes are very small and not normally visible to the eye without magnification.

Mr. Hardt stated that the problem area is with bubbling. Mr. Johnson called to the attention of Mr. Bozman and Mr. Blue that in Enjay's report of August 12, 1969, on this paint system, Enjay had indicated that there was a problem with bubbling. Mr. Bozman stated that he believed the paint system was within the acceptance level of the industry. Mr. Blue commented that Enjay believes that their product - the vinyl top coat - will meet the requirements of the State. He indicated that no vinyl will be completely free of pinholes.

Mr. Chidsey questioned Mr. Bozman and Mr. Blue as to why no one in the industry questioned that requirement of the specifications before this time. The specifications were discussed with a number of representatives of the paint industry including considerable discussion with Enjay during the formulation stage of the project.

Mr. Bugge stated again that the problem is with bubbling. Mr. Shotwell concurred with this.

Mr. Merchant indicated that Enjay had agreed that the paint system could be applied under the specification. Mr. Bozman stated that Enjay believes the specifications contains several errors. He said that Enjay recognizes the intent of the specification but that they interpreted the wording to be the general acceptance level of the industry. He stated that there is no way a pinhole-free top coat can be applied.

Mr. Merchant quoted out of Enjay's report of August 12, 1969. In the supplemental section of that report a statement is made that a tack coat was used to break up a problem with bubbling.

Mr. Merchant stated that Enjay made a claim that a bubble-free paint system can be done and that the State wants it to be done. Mr. Merchant referred to the project specifications which indicated that a tie coat was permitted if necessary to obtain the completed paint system.

Mr. Bugge and Mr. Everett stated that the specs were clear under the paint heading "Description of Work"; that the vinyl top coat was to be a one-coat system. Mr. Bozman stated that the paint system being used met the requirements of the specification except for the presence of pinholes. Mr. Merchant disputed this point. Mr. Blue indicated that pinholes will seal themselves from within the system. Mr. Hardt questioned that if the inorganic zinc primer will seal, what good is the vinyl top coat? Mr. Bozman answered that the vinyl was needed to improve appearance and to extend the paint life.

Mr. Bugge again stated that the problem is with bubbles and not pinholes. Mr. Bozman said that if the bubble is not broken the paint will seal. He claimed that the solvent will escape if the bubble is not broken.

Mr. Klaas indicated that the reason that a good job was obtained in the box beams at the rings was the lack of moving air allowed the solvent in the air to hold the surface open and permit the escape of solvent from the paint surface.

Mr. Johnson once again referred to Enjay's letter of November 6, 1970, and the statement therein that a method was available to solve the problem at hand. He emphasized that the State wishes to hear what Enjay's proposed solution is. Mr. Bozman said that a possible solution to the problem would lie in the interpretation of the validity of the paint specification. He stated that the difference in what is considered acceptable by the paint industry and what is acceptable to the State needs to be resolved.

Mr. Klaas indicated that the SSPC specifications say that pinholes should be expected and accepted in a vinyl system of this thickness. He said that they have tried one mil to ten mil coats wet and that they all bubbled.

Mr. Johnson indicated that this discussion could go on indefinitely that the State wanted Enjay's proposed solution to the problem. Mr. Bozman said that a completely bubble and pinhole free surface cannot be obtained. Enjay believes that the coating is suitable for the purpose intended. He indicated that the temperature of the steel had a great effect on paint film performance.

Mr. Kreiter stated that a mist coat-top coat system is a two-coat system and not a one-coat system as per the specifications.

Mr. Bozman said that there is a difference in the acceptance level between the State and industry standards.

Mr. Shotwell stated that there were numerous bubbles in a size up to the size of a little finger. He questioned the final appearance of such a surface.

Mr. Bozman stated that the formulation of the vinyl to improve the performance of the paint system cannot be done under the present specification. Bubbles will occur where the build up exceeds that specified. Mr. Blue suggested that an extended drying time be considered.

Mr. Mandrell suggested that Enjay furnish a sample paint panel as to what they consider acceptable. Mr. Bozman indicated that the best example of what he considered acceptable was in the West Fremont structure. The section referred to incorporated a paint with an extended drying time.

Mr. Klaas commented that one basic point they would like to see come out of this discussion is a meeting of the minds on what is acceptable. Can the acceptance level between interior and exterior surfaces be different? He also pointed out that all of his previous experience with this type of paint system was with multiple coats. The problems are compounded with paint thickness. With a multiple-coat system the problems are less. An acceptable level of performance needs to be recognized and agreed to.

Mr. Bugge commented on permitting different levels of acceptance between interior and exterior surfaces. This could have a telling effect on job progress. The need to proceed is a paramount item.

Mr. Merchant commented that we are now in the worst season of the year from a weather standpoint for painting in the Portland area. Mr. Bugge commented that the actual painting operation is quick when weather permits.

Mr. Merchant stated that the State was not happy with the paint industry to date in fulfilling their claims of performance with this paint system. Mr. Bozman admitted that all factors were not fully understood on the paint performance, that there are problems in Portland which have not been experienced previously.

Mr. Johnson asked if a job satisfactory to the State can be done with a two-coat system. Mr. Klaas indicated that this could not be done with the present paint formulation. A change in formulation is needed.

Mr. Johnson again asked Enjay for their proposed solution to the problem. Mr. Bozman said that a job satisfactory to the State can't be done under the present specifications, a change in the specifications is needed, a change to a two-coat vinyl system with a different formulation is needed, a vinyl primer one mil dry with a four mil vinyl top coat.

Mr. Johnson requested that Enjay supply the State with the proposed formulation.

Mr. Klaas asked if they could proceed with painting of the interior surfaces. Mr. Johnson indicated in the affirmative if they can get a job acceptable to the State. Mr. Klaas said that at present to get an acceptable job requires two coats, this is costly and can be done only on a temporary basis.

Mr. Bugge asked if what the State wanted was a statement from the contractor with a definite proposal to correct the problems with the paint system. Mr. Johnson affirmed that this was what the State desired.

There being no further discussion, the meeting was adjourned.

Walter J. Hart
Walter J. Hart
Bridge Administration Engineer

WJH:dh

cc A. E. Johnson
Ivan D. Merchant
Edward L. Hardt
James E. Chidsey
Robert Shotwell
John Howard
Walter J. Hart
Dean Mandrell

Persons in attendance:

A. E. Johnson, Oregon State Highway Division
Ivan D. Merchant, Oregon State Highway Division
Edward L. Hardt, Oregon State Highway Division
James E. Chidsey, Oregon State Highway Division
Robert Shotwell, Oregon State Highway Division
John Howard, Oregon State Highway Division
Walter J. Hart, Oregon State Highway Division
Dean Mandrell, Oregon State Highway Division
John A. Kreiter, Industrial Painting & Sandblasting
John R. Kreiter, Industrial Painting & Sandblasting
Frank A. Klaas, Klaas Bros., Inc.
John R. Gray, Donald M. Drake Co. (Drake-Willamette)
Wm. A. Bugge, Donald M. Drake Co. (Drake-Willamette)
R. S. Everett, Andersen-Hannan
D. B. Bozman, Enjay Chemical Co.
D. Blue, Enjay Chemical Co.

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1859

OREGON STATE
HIGHWAY DEPARTMENT
METROPOLITAN SECTION
5821 N. E. Glisan   Portland, Oregon 97213   Phone 229-6971

I 405-8(23)304

7311

DRAKE-WILLAMETTE JOINT VENTURES
1201 North Loring Street
Portland, Oregon 97227

Re: East Fremont Interchange
Contract No.'s 7310 & 7311

Gentlemen:

Vinyl paint recently applied as part of your work on Contract No.'s 7310 and 7311 is not satisfactory and is not acceptable due to imperfections in the surface.

Since our specifications for the project require you to provide a paint system which is compatible within itself and one whose vinyl coat is fully resistant to the elements, we are looking to you for a proposal which will accomplish the required results.

Very truly yours,

Robert L. Schroeder
Metropolitan Engineer

By:

NOTED
A. E. JOHNSON

Edward L. Hardt
Assistant Metropolitan Engineer

ELH:pb

bcc: A. E. Johnson
Ivan Merchant
John Jenkins
Robert Cunningham

RECEIVED
OCT 19 1970
OFFICE OF
STATE HIGHWAY ENGINEER

I-405-8(23)304

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED EFFECTIVE DATE 9-24-70
Contingent upon modification of project agreement if additional funds are required
BY Dist. Engineer
TITLE
DATE 10-15-70
FEDERAL HIGHWAY ADMINISTRATION

Project Name East Fremont Interchange Interchange Unit B
Date Sept. 30 1970
Highway Stadium Freeway
Contract No. 7311
County Multnomah
Prefix 626-1018
Contractor Drake-Willamette, Joint Venturers
F. A. Project No. I-405-8(23)304
Address 1201 North Loring Street, Portland, Oregon 97227
Order No. 5

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Build up welds on diaphragm plates at Expansion Joints.

1. Maximum equipment rental rates allowable as per A.G.C. Agreement.
2. Percentage allowed contractor is in accordance with the executed contract.

Location by station numbers:

Throughout project as needed.

Estimate of quantities and cost:

Build up welds on moment plates.

NOTED
TOM EDWARDS

Equipment	$1,153.00
Material	87.00
Labor	1,422.00
Total	$2,662.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")
Through an error in detailing on Contract plans, it becomes necessary to increase the weld size on the diaphragm plates at expansion joints. Prior approval received from F.H.W.A.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization $9,458,459.11
Present estimate of project cost, including $2,662.00 for work under this order $9,454,462.90
Expected under-run amount $3,996.21
Expected under-run per cent 0.042

Space to right of this line is for use of Salem Office

Submitted by: Resident Engineer

Approval Recommended: Walter Hart ~~Construction Engineer or~~ Asst. Bridge Engineer

Approval Recommended: Edward Assistant Division Engineer

Approved ~~Deputy State Highway Engineer,~~ State Highway Eng.

10-19-70

RECEIVED
OCT 19 1970
OFFICE OF
STATE HIGHWAY ENGINEER

I-405-8(23)304

7311

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED EFFECTIVE DATE 10-15-70
Contingent upon modification of project agreement if additional funds are required
BY
Dist. Engineer
TITLE
DATE 10-15-70

FEDERAL HIGHWAY ADMINISTRATION

Project Name East Fremont Interchange Interchange Unit B
Date Sept. 30, 1970
Highway Stadium Freeway
Contract No. 7311
County Multnomah
Prefix 626-1018
Contractor Drake-Willamette, Jount Vneturers
F. A. Project No. I-405-8(23)304
Address 1201 North Loring Street, Portland, Oregon 97227
Order No. 6

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Reconstruct existing manhole.

1. Maximum equipment rental rates allowable as per A.G.C. Agreement.
2. Percentage allowed contractor is in accordance with the executed contract.

Location by station numbers:

Approx. 20 ft. left of NW 315+25

Estimate of quantities and cost:

Labor	$150.00
Materials	75.00
Equipment	75.00
Total	$300.00

NOTED
TOM EDWARDS

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")
Reconstruct an existing manhole that was covered approx. 3 feet by a prior contract. Manhole shown on plans but no work covering the reconstruction. Standard specifications to apply. Work has not been started.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization $9,458,459.11
Present estimate of project cost, including $300.00 for work under this order $9,454,762.90
Expected under-run ~~over-run~~ amount $3,696.21
Expected under-run ~~over-run~~ per cent 0.039

Space to right of this line is for use of Salem Office

Submitted by:
Resident Engineer

Approval Recommended: J H Christie
Division Engineer

Approval Recommended:
Bridge Engineer

Approved for
Assistant State Highway Engineer
10-19-70

RECEIVED
SEP 30 1970
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I-4[illegible]-8(-3)304
1311

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

September 28, 1970

Canron Limited
Fremont Project Office
22 East Fifth Avenue
Vancouver 10, B.C.
CANADA

Attention Mr. B. T. Lawry

Gentlemen:

Proposed Change in Paint Specification
East and West Fremont Interchanges

Problems associated with the application and curing of the inorganic zinc prime coat have resulted in your request to change the previously approved material. The requested change was from Rust Ban 191 to Rust Ban 193.

As explained to you by telephone on the afternoon of September 21, the proposed change will be satisfactory to the State and the Federal Highway Administration provided a letter is received from your paint supplier through Canron stating that one, Rust Ban 193 is the equal to Rust Ban 191 except for hardness of cured coating, and, two, that Rust Ban 193 is a Type I, Class 3, self-curing inorganic zinc silicate classification paint that, in the opinion of your paint supplier, is eligible to be placed on the QPL23236 list. Inasmuch as this is a major specification change, it will be necessary to process price agreements covering the change.

At this time we have had letters from the prime contractors on both the East and West Fremont Interchanges to the effect that they will agree to the change and at no additional cost to the State.

Until the above-mentioned letter is received from the paint supplier through you, any use of this material is at your own risk. We would like very much to have this letter at the earliest possible time so that this matter can be resolved to the satisfaction of all concerned.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

NOTED
A. E. JOHNSON

IDM:dh
cc Mr. Don Scott, PTL
Mr. Ken Peterson, PTL
Mr. A. E. Johnson
Mr. R. L. Schroeder
Mr. John Howard
Mr. Robert Shotwell

SEP 24 1970

I-405-F(23)304
7311

September 23, 1970

Oregon State Highway Commission

Gentlemen:

There will be on the agenda for your September 30 meeting a private crossing agreement with the Union Pacific Railroad Company requested by Drake-Willamette Joint Venturers for an access road across the Railroad's tracks at North Nesmith Avenue on the East Fremont Interchange Section in Portland.

This is the standard form of private crossing agreement prepared by the Railroad and requires the contractor to take the usual safety precautions, provide the usual insurance, keep the gates locked when the crossing is not in use, and reimburse the Railroad for any expense generated by this agreement.

We recommend your approval.

Very truly yours,

R. L. Porter
State Highway Engineer

cc: Floyd Query
Tom Edwards
A. E. Johnson
Victor D. Wolfe
F. D. Morgan (Attn: T. W. Litchfield)
L. W. Rulien

TWL:djg sr

I-405-8(23)304

7311

RECEIVED
SEP 11 1970
OFFICE OF
STATE HIGHWAY ENGINEER

STATE COPY

G-1F

APPROVED EFFECTIVE DATE 8-24-70
Contingent upon modification of project agreement if additional funds are required
BY
TITLE Engineering Coordinator

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name East Fremont Interchange Unit B ✓
DATE 9-10-70 August 24 1970

Highway Stadium Freeway ✓
U. S. BUREAU OF PUBLIC ROADS Contract No. B-1

County Multnomah ✓
Prefix 626-1018 ✓

Contractor Drake-Willamette, Joint Venturers ✓
F. A. Project No. I-405-8(23)304 ✓

Address 1201 North Loring Street, Portland, Oregon 97227 ✓
Order No. 2 ✓

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Excavate and lower existing 1½" conduit.

1. Maximum equipment rental rates allowable as per A.G.C. Agreement.
2. Percentage allowed contractor is in accordance with the executed contract.

Johnson
cy-Edw
9-11-70

Location by station numbers:

WN 305+70

Estimate of quantities and cost:

Equipment-	$78.00
Labor-	$117.00
	$195.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")
Existing roadway illumination conduit were originally placed to high to accomadate the new roadway section. Approval received BPR on Aug 21,1970. No work has beem performed.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

		Space to right of this line is for use of Salem Office
Project authorization	~~$10,003,100.10~~	9,458,459.11
Present estimate of project cost, including $195.00 ✓ for work under this order	~~$9,995,091.49~~	9,458,459.11
Expected under-run amount	$-8,008.61	~~[illegible]~~
Expected under-run per cent	-0.080	

Submitted by: Resident Engineer

Approval Recommended: Division Engineer

Approval Recommended: Construction Engineer or Bridge Engineer

9-11-70

Approved: Assistant State Highway Engineer, Construction
Office Engineer.

9-11

SP*23577-734

RECEIVED
FORM 2-30 (REV. 10-[illegible])
APR 29 1970

FOR FILING
I 405-8(33)30
7311

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 28, 1970

SUBJECT: Stay-in-Place Metal Deck Forms
Units A and B
East Fremont Interchange
Multnomah County
Contract 7310 and 7311

To:

Mr. A. E. Johnson
Metropolitan Engineer

METRO

Attention Mr. Edward L. Hardt
Asst. Metropolitan Engineer

I have reconsidered the request of Drake-Willamette Joint Venturers for permission to utilize stay-in-place metal forms on this project.

Considerable damage to the prime coat of paint may occur from working in the limited area of the boxes. Painting inside the closed boxes can be extremely hazardous. For these reasons the request of Drake-Willamette will be granted subject to compliance with the following conditions.

1. Support anchors for the metal forms will be installed by the steel fabricating shop and will be placed prior to shop painting. In the welding of support angles no welding will be permitted within one inch of the edge of a flange.
2. After the steel is erected and fully bolted, spot painting as required and the final field painting inside the boxes may be done.
3. Stay-in-place metal forms will be used to form the deck inside the boxes only. Removable forms shall be used to form the deck between boxes and the deck overhang.
4. The top of corrugation of the metal forms will be set at plan elevation for the bottom of the deck.
5. A credit will be made to the State in the amount of twenty cents per square foot for the area formed with stay-in-place metal forms.
6. The requirements of the attachment to Bureau of Public Roads Circular Memorandum (CM) 32-40, a copy of which is enclosed, shall be followed except as may be superseded by the conditions cited above.

NOTED
TOM EDWARDS

Your particular attention is called to the requirement that fabrication plans for the stay-in-place metal forms must be submitted for approval. In the application of the metal forms on this project, there are several specific points which are of concern. They are as follows:

A. The detail of the forms at the junction with the floor beams or ring beams.

B. A review of the stability of the support angles for side sway and buckling. The vertical edge of the concrete lug must be maintained at the edge of flange.

7. Some form panels will be removed from the early pours to prove the concrete placement. If the resulsts are satisfactory and the placement procedures remain the same, panels will not have to be removed in succeeding pours.

If the above conditions meet the contractor's approval, they may consider this as approval of the use of the metal stay-in-place forms subject to the receipt and approval of detail drawings covering their installation.

A price agreement will have to be prepared to cover the use of the stay-in-place metal forms.

Ivan D. Merchant
Bridge Engineer

WJH:DH
Attachment

cc Howard, Needles, Tammen & Bergendoff /w/ attach.
Tom Edwards
Robert Shotwell /w/ attach.

RECEIVED
APR 28 1970
OFFICE OF
STATE HIGHWAY ENGINEER

C

RECEIVED
APR 23 1970
FILING

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

I-405-8([illegible])304
7311

April 22, 1970

Drake-Willamette, Joint Venturers
1201 North Loring Street
Portland, Oregon 97227

Attention Mr. William Bugge

Gentlemen:

East Fremont Interchange
Contracts 7310 and 7311
FAP I-405-8(24)304

By letter dated April 2, 1970, from Canron, we received a document titled "East Fremont Interchange Shipping List". A copy of this document is attached for your ready reference although I notice that you received a copy of the letter and the attached document.

This document, identified as a shipping list, requests our inspection agency, Pittsburgh Testing Laboratory, to sign the shipping list indicating that the partially fabricated girders have been inspected with the applicable provisions of contracts 7310 and 7311 and that the girders have been authorized for shipment from Japan.

Normal procedure is for Pittsburgh Testing Laboratory to place their stamp on the girders after an inspection of fabrication completed to that time.

Inasmuch as the Japanese fabricators are material suppliers to Canron, who in turn are your material suppliers for the structural steel for the above-mentioned projects, it is our belief that any paper work authorizing shipment of material from Japan is, and should be, between your material suppliers.

NOTED
TOM EDWARDS

For the above-mentioned reason the State declines to authorize Pittsburgh Testing Laboratory to sign the "Shipping List". Approval of the partially fabricated girders will be indicated by PTL stamp in the customary manner followed in all fabricating shops.

Very truly yours,

ORIGINAL SIGNED
IVAN D. MERCHANT
Ivan D. Merchant
Bridge Engineer

IDM:DH
Attachment

cc Canron
Western Bridge Division
22 East 5th Avenue
Vancouver 10, B. C.
CANADA
Attn. Mr. P. G. Higgins
Contracts Manager

bc Pittsburgh Testing Laboratory /w/ Encl.
Attn. Mr. Don Scott

A. E. Johnson /w/ Encl.

Tom Edwards /w/ Encl. ✓

RECEIVED
APR 23 1970
OFFICE OF
STATE HIGHWAY ENGINEER

CANRON LIMITED
WESTERN BRIDGE DIVISION
145 WEST FIRST AVENUE, VANCOUVER 10, B.C. – TEL. 874-2311

5000/67 5000/20

Reply to:
FREMONT PROJECT OFFICE
22 East Fifth Avenue
Vancouver 10, B.C.
Tel. 874-3012

April 2, 1970

Oregon State Highway Dept.
Highway Bldg.
Salem, Oregon 97310
U S A

Attn: Mr. Ivan D. Merchant

Dear Sirs:

Re: East Fremont Interchange
Inspection Documentation

Further to our meeting with you on 13 March 1970 we have prepared a draft shipping list on which is shown a statement we propose the P.T.L. inspector sign and stamp, so as to provide a record for Mitsui on which is listed the girders already stamped by the inspector and authorized for shipment.

A copy of this draft shipping list is attached for your consideration and approval.

With regard to final inspection and acceptance of any part of the structural steel, we draw your attention to the last sentence of the statement we propose the inspector sign, and trust that you will find it satisfactory.

In order to catch Mr. Scott before his departure to Japan, we dictated the wording of the attachment over the telephone to his secretary for his information and comment to you.

If you have any questions on the attachment, please do not hesitate to contact us.

Very truly yours,

CANRON LIMITED
WESTERN BRIDGE DIVISION

P.G. Higgins

P.G. HIGGINS, P.Eng.
Contracts Manager

NOTED
IVAN D. MERCHANT

RECEIVED
APR 6 1970
BRIDGE DIVISION

Attach.

cc: Drake-Willamette - Attn. Mr.W.Bugge
Mitsui-Vancouver -Attn. Mr.S.Chubachi

EAST FREMONT INTERCHANGE

SHIPPING LIST

(This list will be prepared by the fabricator at each plant and will list the girders and/or rings to be included in a particular shipment and which have been stamped by the PTL inspector and authorized for shipment.)

eg, UNIT B

UNIT WN-1	Girders A1 through A7
	Girders B1 through B7
UNIT SW-3	etc.

SIGNATURE OF AUTHORIZED
OFFICER OF MITSUI

The above-listed partially fabricated girders and/or rings have been inspected in accordance with the applicable provisions of Contracts Nos. 7310 and 7311 of the Oregon State Highway Commission and have been authorized for shipment from Japan. The signing of this list is not and shall not be construed in any way as constituting final inspection by the Engineer or acceptance by the State of the above-listed girders and/or rings.

SIGNATURE OF P.T.L. INSPECTOR

DATE

P.T.L.
STAMP

RECEIVED
APR 6 1970
BRIDGE DIVISION

RECEIVED
APR 13 1970
FOR FILING

I-405-8(23)304
7311

April 10, 1970

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
Box 300
Salem, Oregon 97308

Dear Sir:

During recent inspection trips for the purpose of viewing the trapezoidal box girders for Contract No. 7214, West Fremont Interchange, it has become evident that our specification for forming concrete decks on these structures is entirely unreasonable and unrealistic. The specifications require falsework to be removed from inside the steel boxes after pouring and before painting.

It is evident that working inside the boxes, due to the extremely limited working area, will cause considerable damage to the prime coat of paint. In addition, at a seminar with the paint suppliers this past week, we were advised that applying the final coat inside the steel box girders would be extremely dangerous and probably injurious to the personnel because of the chemical fumes of the paint.

Contractors on both the West Approach (Contract No. 7214) and Units A and B of the East Approach (Contracts No. 7310 and 7311) have proposed the use of stay-in-place steel forms for the area inside the steel box girders only. With your approval, I propose to initiate Price Agreements concerning forming and painting as follows:

1. The shop coat will be applied at the fabrication plant.

2. The steel will be erected and bolted.

3. Spot painting, if required, and final field coat painting inside the boxes will be processed.

4. Stay-in-place steel forms will be used for the deck forms in the area over the boxes.

5. Support anchors for the metal forms will be installed by the steel fabricator in the fabricating shop and will be in place prior to shop painting.

6. The top of the corrugation of the metal forms will be set at plan elevation for the bottom of the deck.

7. The stay-in-place steel forms will be galvanized in conformance with the requirements of ASTM A446-67 with a two-ounce galvanized coating. Design criteria, as related to allowable stresses and deflections, will be as set forth in the attachment to Bureau of Public Roads' Circular Memorandum 32-40.

8. A reduction in price at least equal to the $0.20 per square foot credit outlined in the Bureau's Circular Memorandum will be secured. The savings on the West Approach will approximate $30,000. We have not at this time calculated the savings on the East Approach.

Your earliest comments on this proposal would be appreciated.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

TE:ja

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant

RECEIVED
APR 22 1970
FOR FILING

I 405-8(23)304
7311

C

Hj

#3-17-70

March 19, 1970

Drake-Willamette, Joint Venturers
1201 N. Loring Street
Portland, Oregon 97227

MISC. CONTRACTS and
AGREEMENTS No. 3926

Attention: Mr. R. E. Grant

Gentlemen:

Attached for your records is a fully executed copy of a supplemental agreement with Donald M. Drake Company and Willamette-Western Corporation modifying certain specifications dealing with administrative procedures that will simplify supervision of Contracts 7310, 7311 and 7312.

A fully executed copy of this agreement has been retained for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

flm
Att.
cc Ivan Merchant
G. E. Rohde (xerox copy of agreement attached)

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

February 16, 1970

AGENDA
MAR 17 1970

4 J

Oregon State Highway Commission

Gentlemen:

Bidding specifications for Units A, B, and C of the East Fremont Interchange complex called for separate contracts for each of the units. Such a procedure was necessary for the orderly conduct of the work if three separate contractors had been successful bidders. However, one firm (Drake-Willamette, Joint Ventures) tendered the low offer on the three units (contracts 7310, 7311, 7312).

The language of the three contracts concerning administrative procedures in connection with contractor's payrolls and other reports is identical. With award of all three contracts to a single bidder, this causes needless repetitive work on the part of both the contractor and the State. Efficient interplay of machines and manpower between the contracts prohibits meaningful separation of equipment, time and labor costs.

We have a supplemental agreement between the State and the contractor modifying certain specifications dealing with administrative procedures that will simplify supervision of the contract.

I recommend that you approve the supplemental agreement and authorize the Secretary to execute it for and on your behalf.

This matter will be on the agenda for your consideration at the March 17 meeting.

Very truly yours,

Forrest Cooper

Forrest Cooper
State Highway Engineer

cc: Floyd Query ✓
R. L. Porter
Tom Edwards
V. D. Wolfe
Ivan Merchant
F. D. Morgan
L. H. Young
A. E. Johnson

Ⓐ
2 COPIES TO BE SIGNED

By Secretary

NOTED
FLOYD QUERY

c

RECEIVED
MAR 20 1970

FORM E-30-X (12-67)

FOR FI

I-405-8(23)304
B-11

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
March 18, 1970

SUBJECT: East Fremont Interchange
Units A, B & C
Contracts Nos. 7310, 7311 & 7312
Stay-In-Place Deck Forms

To: A. E. Johnson
Division Engineer
5821 N.E. Glisan Street
Portland, Oregon 97213

Attention: Ed Hardt

Your letter of March 13 enclosed a letter dated March 5 from Drake-Willamette Joint Venturers on the East Fremont Interchange. This letter requested the use of "Stay-in-Place" deck forms within the steel box girder sections and offered the State a credit of .20¢ per square foot for the area formed or approximately $30,000.

This subject first came up during the advertising period on the West Fremont Interchange and was the subject of an addendum letter denying the request to use steel forms within the steel box girder sections. Paragraph 404-3.16 of the Special Provisions for Unit A refers to the same subject and requests removal of all form work from the cells of the steel box girders and also refers to form work in the concrete box girders.

It is our desire that the form work be removed as specified in the above mentioned Article 404-3.16.

Ivan D. Merchant
Bridge Engineer

IDM:jf
cc: Tom Edwards

NOTED
TOM EDWARDS

RECEIVED

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: March 12, 1970

In reply refer to: 08-35-DB

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

Edwards

SUBJECT: Oregon Projects I-405-8(22), I-405-8(23), and I-405-8(24)
East Fremont Complex, Units A, B, and C
Contract Nos. 7310, 7311, and 7312
Flagging

Mr. Edwards' February 27 letter requested an indication if Federal-aid participation could be expected in a plan to utilize as temporary flagmen, pile bucks or other workers paid wages higher than laborers. The contractor has indicated that utilizing a workman from the crew moving equipment or other operations for temporary incidental flagging would result in an overall savings to the State.

I see no objection in participation with Federal-aid funds in the actual wages paid the workman's being temporarily utilized as a flagman.

In order to properly document the change, however, the extra work order covering flagging on the project should be revised to specifically provide for traffic flagmen wages at the higher rates and should include supporting information to demonstrate that such a revision will result in an overall savings to the contracting agency.

RECEIVED
MAR 17 1970
BRIDGE DIVISION

Copy Irwin

RECEIVED
MAR 16 1970
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAR 26 1970

**OREGON STATE
HIGHWAY DEPARTMENT**

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

I-405-8(23),304
7-11

March 5, 1970

Mr. W. A. Bulley
Deputy Director
Washington State Highway Department
Highways-Licenses Building
Olympia, Washington 98501

Dear Mr. Bulley:

Mr. Shaw has referred to this office for answer, your question concerning our use of Pittsburgh Testing Laboratory for inspection of structural steel being fabricated in Japan.

As you are probably aware, the Bureau of Public Roads has ruled that the employment of outside agencies for this type of work is consulting engineering and as such comes under the purview of their PPM 40-6. This, of course, requires a selection policy by the Department and formal agreements covering the work.

The ball started rolling on the Fremont project when the first contractor for the West Approach complex placed his order for fabricated structural steel with a Vancouver, B.C. plant. Our out-of-state travel regulations and limited personnel experienced in this type of work dictated the use of a consultant for the work.

We sent our chief structural inspector, Mr. Rief, to Vancouver to review the plant, equipment, and personnel of the Vancouver plant and, also, to investigate any Vancouver-based consultants who might have the capability of performing the inspection work for us.

After Mr. Rief's report we selected three United States-based firms known to us and two Canadian-based firms for interviews and invited all to come to Salem for detailed interviews if they were interested in the work. All the firms selected called for interviews and all requested that they be permitted to submit an offer for the work.

In the interviews the general and detailed nature of the work, our requirements, the fabricating plant capabilities, and all other facets of the work are discussed in all detail. If the firm is still interested, they are handed a set of the job plans, specifications, and forms of agreement covering the inspection we require and advised that their offer would be considered.

One Canadian firm and the three domestic firms submitted offers. One Canadian firm did not submit an offer because of lack of available manpower.

In analyzing the consultants' offers, particular stress was laid on manning levels proposed, the nature of the work and all its many complexities, the possibility of an overrun in time of fabrication over the fabricators' very optimistic schedule, and the possibility of a part of the work being subcontracted out to other fabrication plants, the location of the office of the firm with which we would be dealing, knowledge of the firms' capabilities to do the work to specification requirements, and lastly, the fairness of the firms' offer.

Pittsburgh Testing Laboratory was selected for the West Fremont work even though they did not submit the lowest offer for the work.

The ball continued to roll when the second contract for the main span superstructure for the Fremont project went to Murphy Pacific Enterprises of Emeryville, California, with fabrication of steel in two of their plants in the San Francisco Bay area; two plants of the U. S. Steel Co., one in the San Francisco Bay area and one in the Chicago area; suspender strand and appurtenances fabricated at Trenton, New Jersey; and castings and forgings by National Forge at Erie, Pennsylvania.

Under these conditions we called in three domestic firms for interview and received two firm offers. In this instance Pittsburgh Testing Laboratory made the lowest offer which was accepted.

The ball stopped rolling when the contractor for the East Fremont complex placed his order for structural steel with the same Vancouver, B.C., firm holding the order for West Fremont, with partial fabrication to take place in six different shops at four wide-spread locations in Japan and shipped to Vancouver, B.C., for final fabrication, assembly, and partial painting. We made an investigation into the use of Japan-based inspection agencies to handle the work there for us but could not find any with capabilities we require. Inasmuch as we had commissioned Pittsburgh Testing Laboratory to do the West Fremont work, we requested that they make us an offer for the work in both Japan and Vancouver, B.C. Our principal reason for going to a single agency in this case was that we did not want two separate agencies in a single plant working on the same project. Pittsburgh Testing Laboratory made us an offer that we considered reasonable and they were commissioned to do the work.

Mr. W. A. Bulley
Page 3
March 4, 1970

I am enclosing a copy of our agreement with Pittsburgh Testing Laboratory for the East Fremont work which is typical for all agreements for work of this kind.

We are paying $13.50 a ton for the West Fremont work in Vancouver, $9.91 a ton for the main span superstructure work in the United States, and the price for work in Japan is shown in the enclosed agreement.

In general, we consider it a distinct advantage, almost a must, to have the work done by firms with local and readily accessible administrators.

If I can furnish you any further information, please do not hesitate to call.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:DH

cc Lloyd P. Shaw ✓

RECEIVED
[illegible]
OFFICE OF
[illegible]

2

RECEIVED
MAR 2 - 1970

FOR FILING

I-405-8(23) ✓
7311

February 27, 1970

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
Box 300
Salem, Oregon 97308

Re: East Fremont Interchange
Contracts No. 7310, 7311, 7312

Dear Sir:

A point of minor conflict has arisen on the Fremont Bridge project, having to do with flagmen. The Department's policy over past years has been to allow only the laborer rate for flagmen regardless of the actual wage being paid by the contractor to the men actually engaged in flagging. This policy was necessarily adopted to prevent contractors from employing flagmen at inflated rates over long periods of time.

The Fremont Bridge project is one where a considerable amount of flagging (short-term flagging) is required for moving machinery or beams or pile drivers across city streets which remain open. The contractor has taken the position that the need is adequately and most economically served by having some of the crew involved in a specific item of work doing this incidental flagging.

For instance, in moving a pile driver across the street, pile bucks who are on the job and being paid are used to do the flagging. This is a most economical approach. The contractor feels that in following this type of operation he saves the State money. His point is well taken.

In order to resolve this minor conflict, it is necessary for us to have a statement from the Bureau as to your willingness to participate to the full statutory limit in case the State elects to allow the contractor just compensation for using personnel paid at a higher rate than that of laborer for this incidental flagging.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

TE:ja

bc Forrest Cooper
R. L. Porter
F. B. Klaboe (enc.)
Victor D. Wolfe
Ivan Merchant
A. E. Johnson
F. D. Morgan (enc.)
L. H. Young (enc.)

FORM E-30 (12-67)

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
February 11, 1970

SUBJECT: East Fremont Interchange
Contracts No. 7310, 7311, 7312
Payment for Flagging

To: Mr. Ivan D. Merchant
Bridge Engineer
State Highway Building
Salem

A dispute has arisen on the subject project with the Contractor regarding wage rates to be allowed for flagging labor. Our instructions have been to allow only the laborer rate for flagmen regardless of the wage rate of the individual performing the flagging. When this question first arose, I discussed same with John Bond, F. D. Morgan's Staff Assistant, who told me this question had already been answered and who sent a copy of a letter by F. B. Klaboe dated May 22, 1968 which was written to clarify the Department's policy on this matter (copy attached). Also attached are copies of letters from Robert Shotwell (1-21-70) and the Contractor (2-2-70) relating to this subject.

The Contractor's point is that in the instance where a flagman is needed for a short period of time, for example, as required to move a pile-driving rig across the freeway, it is not practical to fetch a laborer from another part of the project to act as a flagman. Rather than have the State pay the cost of bringing the man to the flagging area, he feels that it would be more economical to allow the higher rate for the workman on the scene. In the case of Sunday work (cited in his 2-2-70 letter) where there were no laborers on the project, the economies are obvious.

I realize that a policy-type decision regarding this question has already been made; however, since the Contractor has seen fit to not drop the issue, it is being referred to your office for consideration. Perhaps the points raised in his letter are different than those which led to the earlier decision. For what it's worth, I can find no reference in any applicable specification which states that only the laborer rate will be allowed for flagging and I believe the Contractor has made a valid point. True

Your consideration of this matter is requested. If further information is desired, please advise.

RECEIVED
FEB 13 1970
BRIDGE DIVISION

A. E. Johnson
Metropolitan Engineer

By: Edward L. Hardt
Edward L. Hardt
Assistant Metropolitan Engineer

4-5
7-30

Flagman is [illegible]
Laborer 5.25 hr
Pile bucks 6.41 hr

NOTED TOM EDWARDS

EIH:pb
cc: Robert Shotwell

DONALD M. DRAKE COMPANY
1740 N.W. Flanders Street
Portland, Oregon 97206

LAMETTE-WESTERN CORPORATION
Foot of N. Portsmouth Avenue
Portland, Oregon 97203

DRAKE - WILLAMETTE JOINT VENTURERS

EAST FREMONT INTERCHANGE PROJECTS

1201 N. Loring Street
Portland, Oregon 97227

RECEIVED
FEB 3 1970
ROBERT E. SHOTWELL
RESIDENT BRIDGE ENGINEER

February 2, 1970

TO: OREGON STATE HIGHWAY DEPARTMENT - METRO ENGR.
1101 N. RUSSELL STREET
PORTLAND, OREGON 97227

ATTN: ROBERT E. SHOTWELL, RESIDENT BRIDGE ENGINEER

RE: E. FREMONT INTERCHANGE
O.S.H.D. CONTRACTS NO'S. 7310, 7311 & 7312

Gentlemen:

Please be advised that Drake - Willamette, Joint Ventures, wishes to have further consideration given to labor rates rejected against E.W.O. No. 1 (flagging) by your letter of January 21, 1970, with the following information offered as supporting data for such reconsideration.

Our earliest verbal notice of this problem came to light on approximately January 6, 1970, by which time, Drake - Willamette, Joint Ventures had used piledrivers, operators, oilers, and laborers at various times as flagmen. Part of this flagging was done on a Sunday for a short period of time when the major Pacific Power & Light line above the east side of Interstate Avenue near the southeast footing of Pier WE-9 was deactivated to permit access to this work area. Pacific Power & Light Company can only deactivate this major power line during this off-peak power load interval. Quite obviously, the O.S.H.D. would not have wanted Drake - Willamette to call out general laborers to standby during this time as the cost would have involved a minimum of 4 hr. at double-pay rate. As it happened, piledrivers were used at considerable savings to the O.S.H.D.

Regarding three other circumstances where labor crafts, other than general laborers were used as flagmen, the following points must be considered:

1) The East Fremont Interchange is a large project on which various crews are working in most cases, at considerable distance from each other not making general laborers readily available at all times.

2) To request a foreman to go to some other area on the project to obtain general laborers to serve as flagmen, would involve additional time of the foremen and usually use of a vehicle as transportation which would only further increase flagging costs to the state - during which time, available labor is standing by doing nothing.

RECEIVED
FEB 13 1970
BRIDGE DIVISION

3) Because of existing labor union agreement stipulatious, the various crafts must be paid all day at the highest rate at which they work during any portion of the work day.

Referring to Mr. Klaboe's letter, included with your aforementioned letter of January 21, 1970, may we call your attention to Section 9-8 (a) - (1) of the O.S.H.D. regarding "actual wages paid to laborers and foremen ---," etc. It is Drake - Willamette's contention that this section means that the contractor will be paid at the minimum rate for a specific labor craft for any work done by that craft which was our basis in billing for the flagmen up to this date. The only apparent stipulation regarding selection of flagmen appears to rest in Section 7-30- (b) & (c) of the aforementioned specifications and we will attempt to comply from this date in using general laborers as flagmen.

While Drake - Willamette, Joint Ventures does not wish to be arbitrary regarding this problem, it appears to be much more complex than is apparent at first glance. Therefore, it is requested that further consideration be given to the existing billings, and that clarification be given to future circumstances.

Very truly yours,

WILLIAM A. BUGGE
Project Manager

WAB/alb

RECEIVED
FEB 13 1970
BRIDGE DIVISION

Portland, Oregon 97227
January 21, 1970

RE: Flagmen & Extra Work
East Fremont Interchange
Units A,B,C
Contracts No's. 7310,7311,7312
Bridge No's. 8958-1,-2,-3
Prefix No's. 626-1017,-1018,-1022
F.A.P. No's. I-405-1(24)304
I-405-8(23)304
I-405-8(22)304

Drake-Willamette, Joint Venturers
1201 North Loring Street
Portland, Oregon 97227

Attention: William Bugge

To clarify our previous discussions as to flagmen's pay on Extra Work I have enclosed a decision by F.B. Klaboe, Assistant State Highway Engineer. The letter is a reponse from an inquiry from Coral Corp. regarding using trades other than Laborers as flagmen. I believe our situation of using pile bucks as flagmen and only paying Laborers wages closely parallels this.

I therefore must correct your EWO billing to reflect this policy.

Very Truly yours,

Robert E. Shotwell
Resident Bridge Engineer

RES:rsr
CC: A.E. Johnson
Files.

RECEIVED
FEB 13 1970
BRIDGE DIVISION

METROPOLITAN ENGINEER
RECEIVED
JAN 22 1970

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
ACO W. HILL, MEMBER
HELIX

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 22, 1968

Routing
✓ Morgan
Dykes
| Bond
Barbeo
Walker
Glenn
Swan S
Peat
Hemlock
Trout
Scott
Wills
Litchfield
Olson

RECEIVED
MAY 22 1968
CONSTRUCTION
DIVISION

Mr. J. B. Irving
President
Coral Corporation
Post Office Box 258
Gladstone, Oregon 97027

Dear Mr. Irving:

In your letter of May 8 you inquired as to our interpretation of Section 7-30(c)3 of our Standard Specifications which relates to the furnishing of flagment and pilot car operators.

Our practice has been to make the 50 percent reimbursement in accordance with the actual work that is being done. Where flagmen are involved, this would normally be at the laborer's rate. This practice would not seem to be in conflict with the provisions of 7-30 nor with Section 9-3.

We believe it is in the State's best interest to stay with this interpretation. There may be occasions when this, to some degree, is unfavorable to the contractor, but it would be very difficult to consistently and fairly apply any other interpretation.

Very truly yours,

Forrest Cooper
State Highway Engineer

By ORIGINAL SIGNED BY
F. B. KLABOE

F. B. Klaboe
Assistant State Highway Engineer

RECEIVED
FEB 13 1970
BRIDGE DIVISION

5/23/68 [illegible]

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. H. Young

METROPOLITAN ENGINEER
RECEIVED
JAN 16 1970
ME AME AME MOE MOE MTL

FEB 6 - 1970

FOR FILING

I-405-8(53)304
7311

12-23-69
meeting

NOA

MISC. CONTRACTS and
AGREEMENTS No. 3869

January 20, 1970

Pittsburgh Testing Laboratory
611 S. E. Harrison Street
Portland, Oregon 97202

Gentlemen:

Attached for your records is a fully executed copy of an agreement for shop inspection of structural steel for the East Fremont Interchange.

We have retained a fully executed copy of this agreement for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

flm
Attachment

cc Ivan Merchant
Attn: C. A. Gardner
(8 xerox copies of agreement attached)

Form FHWA-121 (12-67)

RECEIVED
JAN 2

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

10

~~FOR FILING~~
I-405-8(22)304
7311

DATE: January 16, 1970

In reply refer to: 08-35-EC

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

Edwards

SUBJECT: Oregon Project I-405-8(22)304
East Fremont Interchange
Consultant Agreement for Shop Inspection of Steel
Fabrication

8152

This is to confirm our December 22 verbal approval of the proposed consultant agreement with the Pittsburgh Testing Laboratory for the inspection of the structural steel fabrication for the subject project at Canron Limited, Vancouver, B. C. Canada and several steel plants in Japan.

Authorization is also granted effective that date to proceed with the work covered by this agreement.

Please furnish the customary sets of executed agreements when available.

RECEIVED
JAN 22 1970
BRIDGE DIVISION

NOTED
TOM EDWARDS

RECEIVED
JAN 20 1970
OFFICE OF
STATE HIGHWAY ENGINEER

Ivan

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JAN 12 1970
FOR FILING

I-405-8(23)304
7311

January 12, 1970

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
Box 300
Salem, Oregon 97308

Dear Sir:

E. Fremont Unit A	Contract 7310	FAP I-405-8(22)304
E. Fremont Unit B	Contract 7311	FAP I-405-8(23)304
E. Fremont Unit C	Contract 7312	FAP I-405-8(24)304

Reference is made to our conference of November 21, 1969 and our letter of December 1, 1969, wherein the administration of these three contracts with a single contractor was discussed in considerable detail.

The matter of internal time limits for work at or near the junction points of the three contracts was discussed in detail and it was generally agreed that under the conditions, the internal time limits were meaningless and could be waived. It was our original intention to take care of this item by a supplemental agreement to the contracts. It was later deemed advisable to handle the matter as a routine time extension.

With your concurrence, I propose to recommend to the Highway Commission that the intermediate time limit of 510 calendar days stated in Contract No. 7310, Unit A, of 510 calendar days be raised to 755 calendar days (the overall completion date for the unit) without assessment of liquidated damages and the intermediate time limit of 330 calendar days stated in Contract No. 7312, Unit C, of 330 calendar days be raised to 660 calendar days (the overall completion date for the unit) without assessment of liquidated damages.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant
L. H. Young

CAG:dh ja

RECEIVED
DEC 29

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

I-405-8(23)304

7311

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: December 22, 1969

In reply refer to: 08-35.6

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: I. D. Merchant

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon I-405-8(22)303, I-405-8(23)303, I-405-8(24)303
East Fremont Interchange
Units A, B, & C

Your December 16 request to modify the concrete sampling program on this project is approved.

The modified procedure as requested, will require the standard sampling requirements for pours of less than 100 cubic yards. For larger pours, cylinders, slump, and air tests will be made every 4 hours or every 400 cubic yards, whichever is lesser. At least one yield test per pour will be required. Supplemental testing by Kelley Ball and Chace Air Meter will also be performed.

These modifications are similar to those made on other large jobs in the area which have proven satisfactory because of the consistent high quality concrete obtained in the Portland area.

Copy - Merchant
12-24-69

RECEIVED
DEC 24 1969
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
DEC 19 1969
FILING
I-405-8(23)304
7311

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

December 18, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street NE
Salem, Oregon 97301

Dear Mr. Simpson:

Re: East Fremont Approaches
Unit A, Contract 7310,
FAP I-405-8(22)304
Unit B, Contract 7311,
FAP I-405-8(23)304
Unit C, Contract 7312,
FAP I-405-8(24)304

The contractor advises us that he has placed the order for fabricated structural steel for Units A & B with Canron Limited, Western Bridge Division, Vancouver, B.C., and the order for fabricated structural steel for Unit C with Fought and Company, Portland. Canron advises us that their program for accomplishing the work is to have the major elements of the steel, girders, etc., fabricated in six different plants at four different locations in Japan, with these elements shipped to their Vancouver plant for final fitting up, assembly and cleaning and painting; with Canron doing complete fabrication of some of the minor elements.

Inspection of fabrication of structural steel in the fabrication plant is a specification requirement. Inspection of fabrication of the steel for Unit C will be handled by State personnel presently engaged in similar work in the Portland area. We do not have sufficient personnel qualified to do this type of work to handle the necessary inspection in the plants located in Vancouver and Japan, and hence must engage the services of an outside firm of consultants to perform the work for us.

We are currently negotiating with Pittsburgh Testing Laboratory only to do this work for us. We are dealing with a single agency only because of the many complexities and prevailing conditions. Dealing with a single agency for this work is within the purview of PPM 40-6. Our reasons for dealing with this single agency are:

NOTED
TOM EDWARDS

Copies to Administrative Staff - info.
Cost est. $212,000
[illegible] 12-19-69

1. Pittsburgh is our inspection agency on the West Fremont work in the Canron plant. Canron will be working on East Fremont concurrently with work on West Fremont. The possibility of having two separate agencies doing the same type of work and on the same type of material concurrently would create impossible administrative conditions for us.

2. It is imperative that a single inspection agency be responsible for all work on a particular project. We are not familiar with any of the capabilities of any agencies based in Japan performing this type of work and time does not permit us to make a thorough investigation into their capabilities. Preliminary investigations into these agencies indicate that there were none available capable of performing the quality of work our specifications require.

3. Time for the selection of a consultant is a critical factor. The fabricator plans to start qualification of welders and welding procedures early in January, 1970. We must have inspectors in the plants by January 4, 1970, to preclude possibility of future claims from the contractor for delaying the work.

4. Our experience has been that it is extremely important to have a local representative of the consultant capable of administering all of the facets of the agreement readily available. Pittsburgh Testing Laboratory has such a person in Portland. None of the other consultants with whom we have conferred nor engaged have such a capability.

Prior to presentation of their offer of December 10, 1969, Pittsburgh sent Don Scott, their local representative, to Japan to make an inspection of the plants' equipment and workmen involved, and an analysis of the plant capabilities. His findings were reported to us verbally. They were, in the main, that the plants although predominantly geared for ship construction had and were well equipped to do bridge work; their rate of tonnage production per month was extremely slow as compared to domestic plants; that travel between plants was difficult and tiring; that living conditions and accommodations were satisfactory but expensive (requiring $16.00 to $18.00 per day per diem as against $12.00 domestic) and that communications with his people there would be a sticky problem.

Our analysis of their offer for all of the work both in Japan and Canada of $14.87 per ton is entirely fair and reasonable, as our estimate of cost to accomplish the work in Japan alone, provided we had personnel available, is $15.50 per ton. Their proposal to place men with Chief Inspector qualifications in each of the principal locations meets with our approval as to manning level and qualifications because of the communications problem.

In considering the $14.87 per ton price it is to be remembered that the specifications for the East Fremont require considerable additional work by the inspection agency not required in previous job specifications, i.e., magnetic particle inspection of fillet welding.

We are just advised by letter of December 15, 1969, from Mitsui & Company, Limited, that they propose to start qualification procedures on January 7, 1970. In order to meet this schedule we must advise Pittsburgh of the acceptance of their proposal by at least December 26, 1969.

With your concurrence, I propose to accept Pittsburgh's offer, authorizing them to proceed immediately with the work. The formal agreement will be prepared and forwarded.

Very truly yours,

ORIGINAL SIGNED
IVAN D. MERCHANT
Ivan D. Merchant
Bridge Engineer

CAG:jf
cc: Tom Edwards

Attachments:
Pittsburgh Testing Lab. Letter, 12/10/69 (offer)
Pittsburgh Testing Lab. Letter, 12/16/69 (Supplemental to offer)
Mitsui Shipping Schedules I & II
Canron Revised Schedule
Form of Agreement
Mitsui Letter, 12/15/69

RECEIVED
DEC 18 1969
OFFICE OF
[illegible]

DEC [illegible]

Form FHWA-121 (12-67)
UNITED STAT GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: December 9, 1969

In reply refer to: 08-35-DA6

Edwards

I-405-8(23)304
7311

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Projects I-405-8(22)304, I-405-8(23)304, and I-405-8(24)304
East Fremont Interchange, Units A, B, and C
Change in Contract Administration

This office agrees with the State that the routine administration of each of the subject projects as a separate entity is in some instances, not practical and that it would be to the mutual benefit of both the State and the contractor to combine as many of the duplicating administration details as possible. We therefore, concur with the procedures outlined in Mr. Merchant's November 28 letter to the contractor regarding contract administration on these projects.

NOTED
TOM EDWARDS

RECEIVED
DEC [illegible] 1969
OFFICE OF
STATE HIGHWAY ENGINEER

12-12-69

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
DEC 4 - 1969

1859

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

I-405-8(23)304
7311

December 1, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon 97310

Dear Mr. Simpson:

East Fremont, Unit A Cont. 7310 FAP I-405-8(22)304
East Fremont, Unit B Cont. 7311 FAP I-405-8(23)304
East Fremont, Unit C Cont. 7312 FAP I-405-8(24)304

All three contracts were awarded to one contractor, Drake-Willamette Joint Venture. Routine administration of each contract as a separate entity in some instances is not practical. Because of this the contractor has requested certain concessions in the contract specifications and overall project administration. A copy of his request of October 30, 1969, is attached.

In line with our conference of November 21, we are granting certain concessions to the contractor. These are outlined in our letter of November 28, 1969 (copy attached). With your concurrence we will proceed in the manner outlined in this letter. It is mutually advantageous to both the State and the Contractor to combine as many of the duplicating details as possible.

In addition to the items listed in the Contractor's letter request, we will try to simplify all Department and Inter-department reports insofar as possible. A copy of our procedures to accomplish this is attached for your information.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:DH
Attachments

cc Tom Edwards
A. E. Johnson
F. D. Morgan (2)
G. E. Rohde
V. E. Skoog
Laboratory
Robert Shotwell

NOTED
TOM EDWARDS

RECEIVED
DEC 1 1969
OFFICE OF
STATE HIGHWAY ENGINEER

DRAKE - WILLAMETTE JOINT VENTURES
1201 North Loring
Portland, Oregon 97227

October 30, 1969

State of Oregon Highway Department
1101 North Russell
Portland, Oregon

Attention: Mr. Robert Shotwell, Resident Bridge Engineer

Reference: State Contracts No. 7310, 7311, 7312

Gentlemen:

Reference is made to our discussion of Friday, October 17, 1969, between Messrs. Phillip Beiser, Robert Bershers, Jack Gray and William Bugge, and your Edward Hardt and Robert Shotwell, concerning the administration of the three referenced contracts.

2) → At the time we offered a bid to the State for this project, we deducted a large sum of money for combining units A, B and C into one job. This was due to economies that could be affected by using a single overhead, single job administration and continuous plan of operation for the project. Generally speaking, all subcontractors and suppliers offered a similar type of credit, as it is much less expensive for subcontractors to pursue the job as a single contract, rather than three. At the time of bidding, we had no way of conceiving that the State would want each individual job operated separately. Had this been the case, the price would have gone up. We feel that the large credit offered was for the State's advantage and, furthermore, would like to point out that the splitting of contracts, insofar as change orders are affected, would add considerable cost to the State in the future. Ourselves, as well as our subcontractors, knowing that these changes would have to be split and administered three ways, would, of necessity, have to include a great deal of added cost. For the reasons stated above, we feel it is in the State's interest to allow us to administer and run the jobs as a single contract.

We also at this time would like to request that the internal time limits of Units A, B and C be waived, as our overall job schedule and procedure, although not firm at this time, could dictate an order of erection contrary to that if the contracts were on an individual basis and held by separate contractors. This approach to single project scheduling will be made for the earliest overall project completion, and we feel that the internal time limit could possibly serve to hinder this. (2)

....

We are presently organizing to administer and operate the three contracts as a single project and, in order to satisfy the contract documents, feel that the following would be an efficient process for your forces, as well as our own:

1. All payrolls, including our subcontractors, will be submitted as one unit with enough copies for each contract. (The breakdown of payrolls into each contract would be impossible from our standpoint, and certainly would not be accurate, as people will be working on several of the contracts within any particular day.)

2. Single submittals of plans, drawings, samples and testing will be made on items and materials that are common on more than one job.

3. Federal required documents, short form subcontracts, will be submitted as a single document with copies for each contract.

4. In that we are combining almost all of our subcontractors and suppliers into one contract with documents for all three contracts, any requests for inspection tests will be on a one-unit basis.

5. All correspondence will refer to the combination of contracts and be submitted to yourself as the Resident Engineer in charge of the three contracts.

6. We realize that the contracts will have to be kept separate on a pay item basis, and accordingly will keep our records separate as to quantities, change orders, and any items that require individual contract attention.

We would be free at any time for a meeting with representatives of your various departments to go into detail of the above, and would appreciate review or comments on same.

Very truly yours,

DRAKE-WILLAMETTE JOINT VENTURES

William A. Bugge, Jr., Project Manager

WAB/jp

RECEIVED
OCT 31 1969
ROBERT E. SHOTWELL
RESIDENT BRIDGE ENGINEER

November 28, 1969

Drake-Willamette Joint Venture
1201 N. Loring
Portland, Oregon 97227

Attention: Mr. William A. Bugge, Jr.
Project Manager

Gentlemen:

Re: East Fremont Unit A
Contract 7310, I-405-8(22)304
East Fremont Unit B
Contract 7311, I-405-8(23)304
East Fremont Unit C
Contract 7312, I-405-8(24)304

Your letter of October 30, 1969, to Mr. Robert Shotwell, Resident Bridge Engineer, concerning certain elements of contract administration on the cited project has been referred to this office for answer.

I agree with you that administering each contract as a separate entity in all the many details involved would be a bit difficult and in some instances impractical and extremely expensive and, further, it is to the mutual benefit of you and the State to combine as many of the duplicating details as possible.

Considering each item of your request, I advise as follows:

Internal Time Limits

Under present conditions the intermediate completion dates stated in specifications for Unit A, Contract 7310, and Unit C, Contract 7312, are meaningless and the Department will accept from you and forward to the Commission separate time extension requests for Unit A and C, these requests to raise the intermediate time of 510 calendar days stated in Unit A to 755 calendar days (the overall completion date for the Unit) and the intermediate time of 330 calendar days in

Unit C to 660 calendar days (the overall completion date for the Unit) both without assessment of liquidated damages. These requests to be prepared by you in the Department's usual form accompanied by the consent of surety.

Contractor's Payrolls

One single payroll for all three contracts will be acceptable provided the payroll bears all three Federal-aid project numbers. Time shown on this payroll need not be segregated to each individual contract and duplicate copies for filing in each contract are not needed. Subcontractor's payrolls can be handled in a similar manner.

This will be a matter of a supplemental agreement to be prepared by the Department's legal staff and signed both by the contractor and the Highway Commission.

Submittals of Plans, Etc.

Single submittals of plans, drawings, samples, and listing for materials that are common to one or more units will be acceptable provided the documents are identified as to the unit or units to which they apply.

Federal Documents

1. Subcontracts must be submitted for each individual contract referenced to the contract bid item number on each of the individual contract referenced to the contract bid item number on each of the individual bid schedules.
2. Other required Federal-aid documents, including equal opportunity documents may be handled in the manner outlined for contractor's payrolls.

Inspection Tests

Requests for inspection and tests will be handled in a manner similar to "Submittal of Plans."

Correspondence

The manner outlined in your letter, i.e., combination of contracts is satisfactory.

Estimates and Warrants

Individual monthly estimates for each contract schedule of pay items will be prepared and processed in the usual manner.

In summary, the items of intermediate completion dates and the handling of contractor's payrolls are considered to be changes in the contract requirements to be documented in the manner outlined herein with all of the remaining language of all three contracts to remain in full force and effect. All of the other items listed are strictly a matter of administration of the contract.

If the above procedure is satisfactory to you, please advise.

Yours very truly,

Ivan D. Merchant
Bridge Engineer

CAG:jf

EAST FREMONT APPROACH CONTRACTS

PROCEDURE FOR HANDLING MISCELLANEOUS ADMINISTRATIVE PROCEDURES

Department Engineering Charges

E. Fremont Unit A - 7310	$12,994,986.98	54%
E. Fremont Unit B - 7311	8,982,856.29	38%
E. Fremont Unit C - 7312	2,007,348.73	8%
	$23,985,192.00	100%

Charge all items of cost to one prefix. Resident Engineer will, each month, clear this prefix by transferring on a pro rata basis to other assigned prefixes. Resident Engineer can use costs shown on the Job Cost Summary by Crew Report furnished the Resident Engineer monthly by the Accounting Division as a basis for this.

Calendar Day Count Report

One report required. Status of each contract to be shown in separate columns of the report.

Price Agreements, Orders for Extra Work and State Force Orders

If applicable to one unit only, prepare in usual manner; if applicable to more than one unit, list all units involved (with FA project numbers) and State pro rata share chargeable to each unit. Estimates to show amounts chargeable to each unit. Supporting data in usual number of copies for a single unit.

Start and Complete Notices, Stop and Resume Work Orders, Division Inspection Reports

Individual reports for each contract.

Weekly Reports

Resident Engineer to work up form to combine all three contracts in a single report and submit same for approval. Prior to approval individual reports on each contract are to be submitted.

RECEIVED
NOV 13 1969
FOR
7311

11-13-69

I-405-8(23)304

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

LETTER OF APPROVAL AND/OR AUTHORIZATION

PROJECT: I-405-8(22)304

SECTION: EAST FREMONT INTERCHANGE

WORK: ADJUSTMENT OF RAILROAD FACILITIES

COUNTY: MULTNOMAH

TO: MR. FORREST COOPER
STATE HIGHWAY ENGINEER
SALEM, OREGON

FROM: MR. R. E. SIMPSON
DIVISION ENGINEER
SALEM, OREGON

DATE PS&E APPROVED: JULY 16, 1969

DATE AUTHORIZED: NOVEMBER 3, 1969

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW:

○ CONSTRUCTION – ADVERTISE FOR BIDS.

○ RIGHT OF WAY.

☒ OTHER (SPECIFY). ALTERATIONS AND RELOCATION OF UNION PACIFIC'S FACILITIES – RAILROAD.

○ UTILITY ADJUSTMENT.

○ RIGHT OF WAY INCIDENTALS AND RELOCATION PAYMENTS.

REMARKS AND LIMITS OF AUTHORITY:

MR. LITCHFIELD'S OCTOBER 23, 1969 LETTER TRANSMITTED A COPY OF THE UNION PACIFIC RAILROAD'S OCTOBER 22, 1969 COST ESTIMATE FOR CHANGES, ALTERATIONS OR RELOCATION OF THEIR FACILITIES NECESSARY TO ACCOMMODATE THE SUBJECT PROJECT. THIS WORK IS LISTED UNDER EXHIBIT "B-1" OF THE UNION PACIFIC RAILROAD'S "PERMIT OF ENTRY" APPROVED BY THE OREGON STATE HIGHWAY COMMISSION ON JUNE 13, 1969 AS WORK TO BE PERFORMED BY THE RAILROAD.

THIS PROJECT WAS PROGRAMED AND AUTHORIZATION WAS GRANTED TO PROCEED WITH THE NECESSARY PREPARATORY WORK FOR RAILROAD AND UTILITY ADJUSTMENTS EFFECTIVE JULY 3, 1969. FEDERAL PARTICIPATION IN ANY COSTS FOR PREPARATORY WORK INCURRED PRIOR TO THAT DATE MUST BE CLAIMED UNDER PROJECT I-405-8(1)301.

YOU ARE NOW AUTHORIZED TO PROCEED WITH THE ACTUAL ADJUSTMENTS IN ACCORDANCE WITH PPM 30-3 EFFECTIVE NOVEMBER 3, 1969 SUBJECT TO THE FOLLOWING CONDITIONS.

1. AUTHORIZATION FOR THE REMOVAL OF THE LINDE AIR SPUR TRACK IS DEFERRED PENDING FURTHER STUDY. IT APPEARS THAT THE PORTION OF THIS TRACK OCCUPYING THE CITY STREET UNDER A REVOCABLE PERMIT IS NOT ELIGIBLE FOR FEDERAL PARTICIPATION AND THAT THE REMOVAL OF THAT PORTION OF THE TRACK LOCATED ON PROPERTY PURCHASED FROM THE LINDE DIVISION OF THE UNION CARBIDE CORPORATION AND FORMERLY OWNED BY THAT CORPORATION WOULD MORE PROPERLY BE ACCOMPLISHED BY THE CONTRACTOR FOR THE SUBJECT PROJECT AND SHOULD NOT BE INCLUDED IN THIS WORK.

   THIS MATTER WILL BE RECONSIDERED UPON RECEIPT OF DETAILED ESTIMATES FOR EACH SEGMENT AND FURTHER INFORMATION SUPPORTING THE PROPOSAL.

COSTS FOR THE RAILROAD PROTECTIVE SERVICES WERE INCLUDED IN THE PS&E ESTIMATE AND WERE AUTHORIZED EFFECTIVE WITH CONCURRENCE IN AWARD OF CONTRACT AND AS SUCH ARE NOT INCLUDED IN THIS AUTHORIZATION. REIMBURSEMENT ON AN ACTUAL COST BASIS ESTIMATED TO BE $13,015.00 AS SHOWN IN THE ESTIMATE, IS APPROVED.

OFFICE USE
11-12-69
Young
Litchfield
NOTED
F.B. KLABUE

DATE: 11-10-69

SIGNATURE OF APPROVING OFFICIAL: J.K. Green
FOR R. E. SIMPSON

TITLE: DIVISION ENGINEER

RECEIVED
NOV 5 1969

FOR FILING

I-405-8(23)304
7311

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 3, 1969

SUBJECT:

To: MEMO TO THE FILES

For information, it appears that the bulk of the steel for the East Fremont Bridge will be fabricated in three different plants -- namely, Mitsui Shipbuilding, Chiba; Matsuo Bridge, Sakai; and the Japan Steel Company, Kyusu.

It will be forwarded through Yawata Iron and Steel in Tokyo to Mitsui and Company, Ltd. in Vancouver, B. C., thence to Canron Ltd., W. B. Division, Vancouver, B. C.

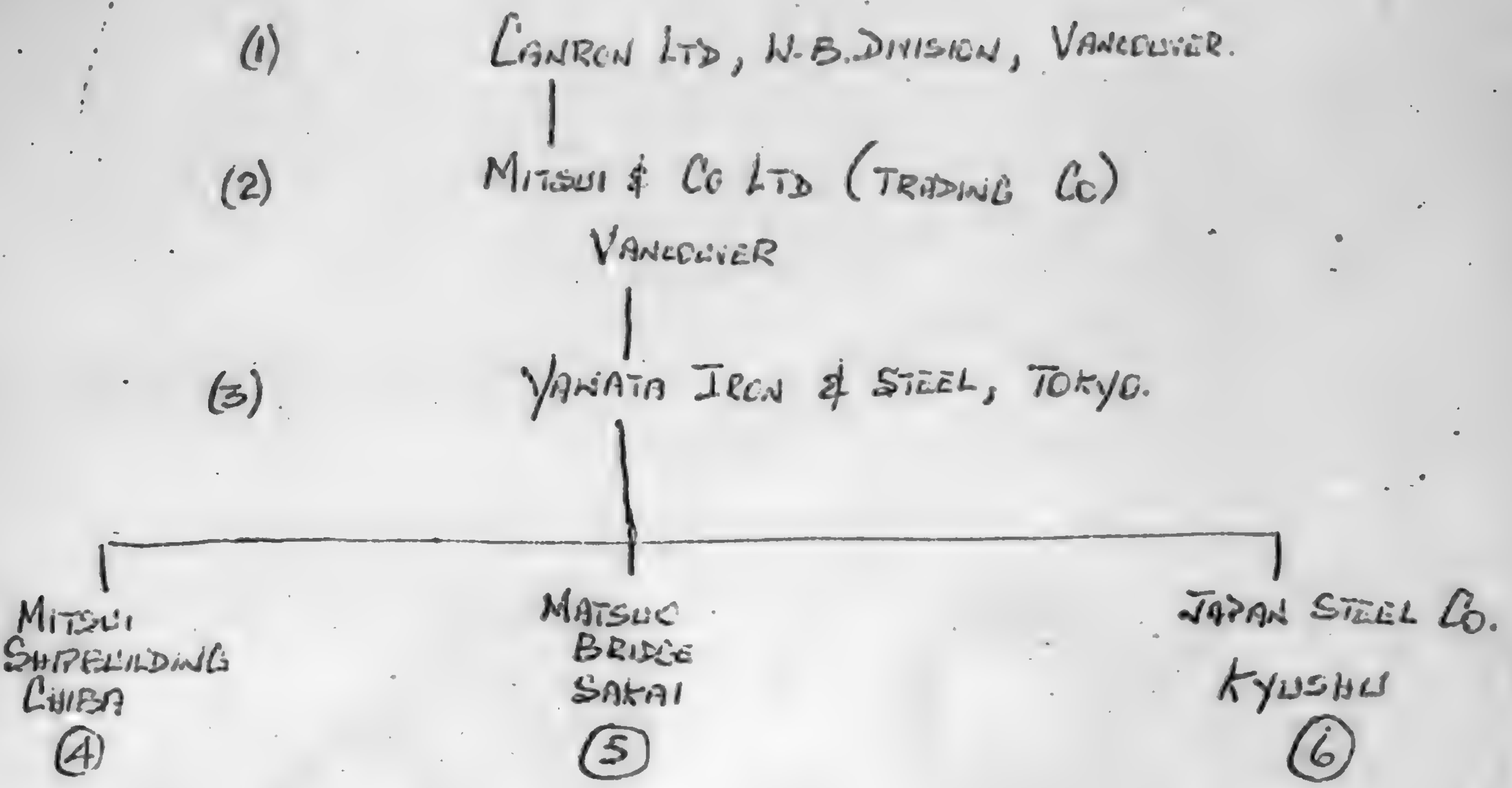
The fabrication in Japan will consist of welding of shapes and girders. Shop punching, shop erection and reaming, cleaning and painting will take place in Canron, Ltd. facilities in Vancouver, B. C., after which the steel will be forwarded to Portland for erection.

Tom Edwards
Assistant State Highway Engineer

TE:ja

cc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant

EAST FREMONT – STEEL FABRICATION.


(1) CANRON LTD, W.B. DIVISION, VANCOUVER.
(2) MITSUI & CO LTD (TRADING CO)
VANCOUVER
(3) YAWATA IRON & STEEL, TOKYO.
MITSUI SHIPBUILDING CHIBA ④
MATSUO BRIDGE SAKAI ⑤
JAPAN STEEL CO. KYUSHU ⑥

(1).	Floorsystem, cross-girders, splice material, pre-assembly, painting, studs & bolts	3000 TONS
(2).	No physical work.	
(3).	Design, detailing, steel supply.	
(4).	Part A Rings	1650 TONS
	30% Part A Girders	1600 TONS
(5).	70% Part A Girders	3700 TONS
(6)	Part B Girders	4000 TONS

CONTRACTORS
DEVELOPERS

DONALD M. DRAKE COMPANY
1740 N. W. FLANDERS STREET • PORTLAND, OREGON 97209

TELEPHONE (503) 226-3991

October 7, 1969

Oregon State Highway Department
Highway Building
Salem, Oregon 97310

Attention: Ivan D. Merchant, Bridge Engineer

Reference: East Fremont Interchange
Contract Nos. 7310, 7311, & 7312

Gentlemen:

In response to your letter dated September 18, 1969, please be advised that the structural steel for Contracts No. 7310 and 7311 will be purchased from Canron Limited, Western Bridge Division, with offices at 145 West First Ave., Vancouver, B.C., and from Fought & Co., Inc., located at 14255 S. W. 72nd Ave., Portland, Oregon, for Contract No. 7312.

It is Canron's intention to have a major portion of their commitment fabricated by Yawata Iron & Steel in Tokyo, Japan.

It is suggested that you contact Mr. Lawry, of Canron Limited for more specific information and details.

Please be advised also that both commitments listed above will be for furnishing only of fabricated materials, and that the erection will be performed by others.

Please advise if additional information is required.

Very truly yours,

DONALD M. DRAKE COMPANY

R. E. Grant

R. E. Grant, Manager
Estimating Department

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM OCT 8 1969 PM
7,8,9,10,11,12,1,2,3,4,5,6

REG:br

Pre-conference mtg. 10/22 in Mtg.
9:30 AM

2 Copies to A.E.D. 10/15 —
Copy to T.E.

OCT 30 1969
FOR FI

I-405-8(23)304
7311

7911

October 30, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
Box 300
Salem, Oregon 97308

Re: East Fremont Interchange
Stadium Freeway
Multnomah County
Contracts No. 7310 7311
through 7312
Oregon Project I-405-8(22)304
Your File 08-35.6

Dear Sir:

This is in reply to your comments dated October 8 concerning the above subject.

Item No. 1:

The reason for the use of A588 steel in the masonry and shim plates was primarily for strength and prevention of corrosion. The steel plates between the masonry and shim plates as shown on Sheet 6 of the design plans are filler plates shaped to retain the rubber bearing material and is entirely enclosed in rubber or foam seal except for the outside edges. With the exception of direct bearing, these plates are not subject to the stresses required in the masonry or shim plates and do not require the high strength or high corrosive resistance steel. These plates were therefore specified as an A36 steel. The same type of bearings are being used on the west approach of the Fremont Bridge and, due to the unique type of bearing, it is conceivable that the same fabricator will be making all the bearings. We therefore think the change is not warranted.

Item No. 2:

It is our belief that our consultant designers, Howard, Needles, Tammen and Bergendoff, have taken care of this item. However, we are sending a copy of your memo with instructions to advise us as to the status.

The one-foot error in the elevation of the .5 point of the girder flange B2 between Piers 2 and 3 as shown on Sheet 32 will be corrected.

Item No. 3:

This item also follows the design criteria which was set up prior to the design of the West Fremont structure and was used throughout the design of the West and East Fremont Interchanges and no change in contract plans is contemplated.

Very truly yours,

Forrest Cooper
State Highway Engineer

By ORIGINAL SIGNED
TOM EDWARDS

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant

TCR:jf ja

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: October 8, 1969

In reply refer to: 08-35.6

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. I. D. Merchant

FROM : BK Brooks for R. E. Simspon, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-405-8(22)304
East Fremont Approaches

Plans for the above project have been reviewed. Comments are as follows:

1. Sheet 6 indicates steel between shim and masonry plates to be A36 steel. We suggest this be A588 steel as is used for the shim and masonry plates.

No – [illegible] same as W. Fremont

Noting the 1/16" clearance in the anchor bolt holes of the masonry plates, and the 1/16" clearance between the plates of the contained elastomer and the sole and masonry plates, we presume sufficient consideration has been given to erection of the central portions of the girder sections between piers.

W. Fremont

2. Sheet 31 indicates the webs are sloped 1 on 4 to a line normal to the roadway cross slope, and the flanges are parallel to the roadway cross slope. Since the roadway cross slope varies in areas of superelevation transition, and since sheet 32 indicates the camber due to horizontal curvature neglects the effects of superelevation - this suggests the possibility that warping will result if the effect of superelevation is not considered in fabrication, or by varying the haunch of the slab.

HWT → B

If superelevation is to be considered it is necessary to show how the superelevation transition is made and to which cross slope the girder is to be referenced for fabrication.

If it is planned to warp these sections to accommodate superelevation transition, the State should investigate and comment on the stress effects of this warpage.

HWT → B

We also note a 1-foot error in the elevation of the .5 point of girder flange B2 between Pier 2 and Pier 3 (should be 126.65) on Sheet 32.

True

.04
.80
127.30
126.[illegible]
1.30 = .65
126.65

(more)

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

3. The floorbeams are spaced approximately 15 feet on centers and also act as diaphragms. They are a minimum of 30W108 regardless of the span between boxes, which span ranges from approximately 9 to 22 feet, and are in addition to the internal diaphragms inside the boxes at every floorbeams. The necessity of this amount of cross bracing is questionable, particularly on the closely spaced boxes.

[illegible] design & W. [illegible]

Please investigate the items listed.

RECEIVED
[illegible]

C 2

10-30-69

RECEIVED
NOV 1 - 1969

FOR FILING

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

LETTER OF APPROVAL AND/OR AUTHORIZATION

TO: MR. FORREST COOPER STATE HIGHWAY ENGINEER SALEM, OREGON I 405-8(22)304 7311	PROJECT: I-405-8(22)304
	SECTION: EAST FREMONT INTERCHANGE
	WORK : WATER LINE ADJUSTMENT
	COUNTY : MULTNOMAH

FROM:	DATE PS&E APPROVED	DATE AUTHORIZED
R. E. SIMPSON DIVISION ENGINEER SALEM, OREGON	JULY 16, 1969	OCTOBER 30, 1969

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW:

○ CONSTRUCTION – ADVERTISE FOR BIDS.

○ RIGHT OF WAY.

○ OTHER (SPECIFY).

☒ UTILITY ADJUSTMENT.

○ RIGHT OF WAY INCIDENTALS AND RELOCATION PAYMENTS.

REMARKS AND LIMITS OF AUTHORITY:

WE APPROVE THE AGREEMENT WITH THE BUREAO OF WATER WORKS FOR THE CITY OF PORTLAND CONSISTING OF YOUR AUGUST 28, 1969 UTILITIES AND RAILROAD ATTORNEY'S LETTER, THE OCTOBER 16, 1969 BUREAU OF WATER WORKS' LETTER AND THE PLANS AND ESTIMATE FURNISHED BY MR. LITCHFIELD'S OCTOBER 24, 1969 LETTER.

REIMBURSEMENT ON AN ACTUAL COST BASIS ESTIMATED TO BE $41,470.00 IS APPROVED.

CERTIFICATION AS TO THE CITY OF PORTLAND'S PROPERTY RIGHTS IS COVERED BY CITY-STATE AGREEMENTS DATED APRIL 13, 1962 AND NOVEMBER 24, 1964.

IN THAT THE RELOCATION IS TO BE MADE ON CITY STREETS NO PERMIT COVERING THIS ADJUSTMENT IS REQUIRED.

OUR PROGRAM MEMORANDUM DATED JULY 3, 1969 AUTHORIZED YOU TO PROCEED WITH PREPARATORY WORK FOR ALL UTILITY ADJUSTMENTS, TO BE INCLUDED IN THE CONSTRUCTION PHASE OF THE SUBJECT PROJECT, EFFECTIVE ON THAT DATE. YOU NOW ARE AUTHORIZED TO PROCEED WITH ACTUAL ADJUSTMENTS FOR THE ABOVE MENTIONED UTILITY EFFECTIVE TODAY. APPROVAL AND PARTICIPATION FOR THE ELIGIBLE PORTION OF THE WORK IS SUBJECT TO THE PROVISIONS OF PPM 30-4 DATED FEBRUARY 14, 1969 AND PPM 30-4.1 DATED OCTOBER 1, 1969.

11-3-69

OFFICE USE

Young

Litchfield

NOTED
F. B. KLABOE

RECEIVED
OCT 31 1969
OFFICE OF
STATE HIGHWAY ENGINEER

DATE	SIGNATURE OF APPROVING OFFICIAL	TITLE
10-30-69	Green FOR R. E. SIMPSON	DIVISION ENGINEER

RECEIVE
SEP 23 1969

FOR FIL

I-405-8(23)304

7311

September 23, 1969

Mr. Franklin Drake
Willamette River Constructors
1740 N. W. Flanders Street
Portland, Oregon 97209

Dear Mr. Drake:

Reference is made to our recent telephone conversations concerning the lump sum deduction submitted on Unit A for the work at the East Fremont Interchange in Portland.

It is my understanding that you desire to have the lump sum deduction applied prorata to Units B and C rather than all apply to Unit A. This has been discussed with the local office of the Bureau of Public Roads, and they have stated that they would have no objection to executing a change that would permit this adjustment. They stated quite positively, however, that the procedure must be in the form of a change after the contracts had been executed in their original form.

If our figures are correct, this would make the deduction $750,382.02 for Unit A; $518,705.71 for Unit B; and $115,912.27 for Unit C. These deductions would then be applied on a prorata basis against the monthly estimates as the amounts of those estimates bear to the total value of the contract.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLP:ms
bc Bureau of Public Roads
bbc Forrest Cooper
F. B. Klaboe
F. D. Morgan
L. H. Young
V. E. Skoog
Floyd Query
Victor D. Wolfe
A. E. Johnson

East Fremont Interchange

	Bid Amount	Lump Sum Reduction	Amount of Bid after Lump Sum Reduction Prorated to each Unit
Unit "A"	$13,745,369.00	750,382.02	12,994,986.98
Unit "B"	9,501,562.00	518,705.71	8,982,856.29
Unit "C"	2,123,261.00	115,912.27	2,007,348.73
	25,370,192.00	1,385,000.00	23,985,192.00

CONTRACTORS
DEVELOPERS

DONALD M. DRAKE COMPANY
1740 N. W. FLANDERS STREET • PORTLAND, OREGON 97209

TELEPHONE (503) 226-3891

RECEIVED
SEP 18 1969

FOR FILE

PORTER

I-405-8(23)304
7311

September 16, 1969

Oregon State Highway Department
Highway Building
Salem, Oregon 97310

Attention: Mr. Floyd Query

B/

Gentlemen:

Reference is made to your letter dated September 12, in which you notified us of being awarded all three units of the East Fremont Interchange project.

Your letter indicates an intention of applying the lump sum deduction to Unit A in its entirety, which is contrary to our understanding of the contents of Revision Letter #3, dated August 27, 1969.

Revision Letter #3 states, "If award is made on the basis of a lump sum reduction, the lump sum reduction shall be deducted in a prorata amount from each partial payment, on the ratio as the lump sum deduction bears to the total amount bid."

Our interpretation of this paragraph presumed, upon award of all three units, they would be combined under one Contract and that the lump sum reduction would be applied to total monies earned on all three units.

We will appreciate your consideration and analysis of our interpretation, and will be interested in reviewing this further at your convenience.

Very truly yours,

DONALD M. DRAKE COMPANY

R. E. Grant

R. E. Grant, Manager
Estimating Department

RECEIVED
SEP 17 1969
OFFICE OF
STATE HIGHWAY ENGINEER

Copies to Rohde
Porter 9-17

9AM 9-17
Franklin Drake phoned. Repeated point of view outlined in this letter. Told him I would try to arrange a conference with Legal & Engr. representation on 9-26 A.M., 29 PM or 30 anytime

F.Q.

REG:bp

RECEIVED
SEP 17 1969
OREGON
STATE HIGHWAY COMMISSION

PORTLAND • SAN FRANCISCO

DEC 1 - 1969

Attachment 1

I-405-8(23)304
7211

Interstate Estimate and Actual Cost for
Fremont Bridge and Connecting Interchanges

(Amounts in $1,000)

Project	Obligation Date	Contract No.	1968 Interstate Estimate	Project Authorization on 9/15/1969	
Superstructure Fremont Bridge 405-8(17)303	6/69	7276	$18,035	$24,055	
West Fremont Interchange 405-8(20)303	5/69	6,247	$20,591	$20,868	
East Fremont Interchange Unit A 405-8(22)304	7/69		$10,204	$13,262	6,362 Not Included
~~East Fremont~~ Interchange Unit B ~~405-8(23)304~~	7/69		$ 6,699	$10,003	
East Fremont Interchange Unit C 405-8(24)304	6/69		$ 2,395	$ 2,345	
			$57,924	$70,533	

September 16, 1969

NOTE
F. B. KL

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SEP 18 1969
FOR FILING

I-405-8(23)304
7311

September 15, 1969

Willamette River Constructors
1740 N.W. Flanders St.
Portland, Oregon 97209

Gentlemen:

Enclosed are three copies of Contract No. 7311 for $9,501,562 awarded to you by the State Highway Commission on September 11, 1969. This contract is for grading, paving, structure and traffic control devices on the East Fremont Interchange Section, Unit B, of the Stadium Freeway in Multnomah County.

Two of these copies should be signed on the contract and bond pages and returned to this office for completion. Please follow exactly the instructions given on the blue slip attached to the contract.

The third copy of the contract stamped "Advance Copy to be Retained by Contractor" is furnished for your information pending receipt of a fully executed copy.

The calendar day count on this contract will begin September 26, 1969.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

er
Enclosures

bc: F. D. Morgan
D. J. Barbee
I. D. Merchant
William Geibel (SAIF)
A. E. Johnson
Robert Cunningham

RECEIVED
JUL 20 1969

I-405-5(23)304

GAME COMMISSION

OFFICE OF THE DIRECTOR

P. O. BOX 3503 • 1634 S.W. ALDER ST. • PORTLAND, OREGON • 97208 • Ph. 222-9611

TOM McCALL
GOVERNOR

COMMISSIONERS
GEORGE L. HIBBARD, Chairman
J. PAT METKE, Vice Chairman
JOHN P. AMACHER, Member
JOSEPH W. SMITH, Member
JAMES W. WHITTAKER, Member

JOHN W. McKEAN
State Game Director

7311

Proj

E Fremont Int

B

July 18, 1969

cc's sent 7-22-69

F.B. Klaboe
L.H. Young
F.E. Terpin (5)
T.C. Roake (5)
C.G. Swenson
W.H. Tebeau
A.E. Johnson (2)
C.T. Keasey (4)
H.S. Coulter (4)

State Highway Engineer
Highway Building
Salem, Oregon 97310

Attention: Mr. Frank L. Hall

Dear Sir:

This is in reply to your letter of July 7, 1969, which included plans for five projects.

A review of these projects indicate that there will be no conflict with wildlife resources.

The following projects are approved:

1. East Fremont Interchange Section Stadium Freeway, Multnomah County
2. North and South Canyonville and West Fork Interchanges Pacific Highway, Douglas County
3. Speaker Road, Wolf Creek and Sunny Valley Interchanges Pacific Highway, Josephine County
4. N.W. 4th Avenue-Arcata Way Section FAS 23-103, Malheur County
5. Barth Crossing-U.S. 30 Connection Section FAS 470, Umatilla County.

We appreciate the opportunity to comment on these projects.

Very truly yours,

R.O. Koski

R. O. Koski
Chief of Liberations

RECEIVED
JUL 23 1969
OFFICE OF
STATE HIGHWAY ENGINEER

ROK:js

cc: Dir. OFC

7-16-69

JUL 30 1969

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

LETTER OF APPROVAL AND/OR AUTHORIZATION

PROJECT: I-405-8(23)304
SECTION: EAST FREMONT INTERCHANGE UNIT - B
WORK: STRUCTURES AND GRADING
COUNTY: MULTNOMAH

TO: MR. FORREST COOPER
STATE HIGHWAY ENGINEER
SALEM, OREGON

I-405-8(23)304

FROM: R. E. SIMPSON, DIVISION ENGINEER
SALEM, OREGON

7311

DATE PS&E APPROVED	DATE AUTHORIZED
JULY 16, 1969	JULY 16, 1969

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW:

☒ CONSTRUCTION - ADVERTISE FOR BIDS.
○ RIGHT OF WAY.
○ UTILITY ADJUSTMENT.
○ RIGHT OF WAY INCIDENTALS AND RELOCATION PAYMENTS.
☒ OTHER (SPECIFY). AFTER AWARD CONCURRENCE YOU ARE AUTHORIZED TO PROCEED WITH CONTRACTOR'S FLAGGING IN AMOUNT OF $21,250.00 AS SHOWN IN YOUR ESTIMATE.

REMARKS AND LIMITS OF AUTHORITY:

MR. YOUNG'S JULY 14, 1969 REQUEST AND CERTIFYING STATEMENTS ARE ACCEPTED.

PS&E DOCUMENTS FOR THE SUBJECT PROJECT HAVE BEEN REVIEWED AND ARE HEREBY APPROVED.

MR. YOUNG'S JUNE 25, 1969 REQUEST TO PROCEED WITH CONSTRUCTION ENGINEERING IS APPROVED.

COPIES OF AN EXECUTED ILLUMINATION AGREEMENT ARE REQUIRED PRIOR TO REQUEST FOR CONCURRENCE IN AWARD.

A SIGNED COPY OF THE TITLE SHEET IS RETURNED HEREWITH.

orig to Young
w/enc.
7-24-69

OFFICE USE

RECEIVED
JUL 24 1969
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED

DATE	SIGNATURE OF APPROVING OFFICIAL	TITLE
7-16-69	for R. E. SIMPSON	DIVISION ENGINEER

RECEIVED
JUL 22 1969
FOR FILING

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

I-405-8(23)304

DATE: July 15, 1969

In reply refer to: 08-35-EC

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

7311

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

Klaboe

SUBJECT: Oregon Project I-405-8(23)304
E. Fremont Interchange Unit B
Occupancy Restrictions on City of Portland's Right of Way File 35712

In response to the request in Mr. Young's June 11 letter it has been determined that it is in the public interest to allow the City of Portland to occupy the building on Parcel 35712 of the right of way for the subject project until February 1, 1970. In that only one corner of the building will conflict with the construction of a minor portion of the work this restriction will not delay the construction of the project.

Therefore, this matter is accepted as complying with Paragraph 7c(4) of PPM 21-12 and the proper statement with regard to restrictions on the contractor's operations in this area has been included in the specifications in accordance with requirements of Paragraph 6e of PPM 21-6.3.

Young
By Asst. State Hwy. Engr
7-18

RECEIVED
JUL 17 1969
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Klaboe

TRANSACTION NOS. 7-1 THRU 7-3
RM PR-48
EV. 7-67)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

TRANSMITTAL AND REQUEST FOR INITIAL PROGRAM APPROVAL OF PROJECTS

(PPM 21-1)

STATE HIGHWAY DEPARTMENT OREGON	DATE 7-3-69
BY (Signature) Mr. Young's June 25, 1969 letter	
TITLE	

CLASS OF FEDERAL FUNDS ☒ FAI ☐ FAP ☐ FAU ☐ FAS ☐ OTHERS

AGE 1* EM NOS. ______ THRU ______

STAGE 2 ITEM NOS. 585 THRU 587

OTHER IDENTIFICATION AND/OR REMARKS (State)

ITEM NO.	PROJECT NOS.	LENGTH (Miles)	TOTAL ESTIMATED COST	FEDERAL FUNDS	LOCATION	WORK
5	1-405-8(22)304	0.25	11,830,000.00	10,883,000.00	East Fremont Interchange	One steel approach structure
586	1-405-8(23)304	0.11	9,610,000.00	8,841,000.00	East Fremont Interchange	Steel ramp - structure complex
86	1-405-8(24)304	0.0	1,660,000.00	1,527,000.00	East Fremont Interchange	Three concrete ramp structures

7-3-69

7-8-69
RETURNED TO
Young
By Asst. State Hwy. Engr

NOTED
F. B. KLABOE

RECEIVED
JUL 7 1969
OFFICE OF
STATE HIGHWAY ENGINEER

ARKS (Division)

You are authorized to proceed with the necessary preparatory work for Railroad and Utility adjustments under Item 585 - 1-405-8(22)304.

It is understood that the construction of the Railroad's "Yardman L&T Building" in Item 595 - 1-405-8(22)304 will be accomplished under a separate contract from that for the main structures.

Authorization to proceed with advance construction engineering will be given at the time PS&E approval is given.

RECEIVED
JUL 8 - 1969

I-405-8(23)304

RECOMMENDED		APPROVED	
ATE	SIGNATURE AND TITLE	DATE	SIGNATURE AND TITLE
		7-3-69	R.E. Simpson, Division Engineer

* Program approval and any authorization to proceed with a Stage 1 project shall not constitute any commitment of Federal funds nor shall it be construed as creating in any manner, any obligation on the part of the Federal Government to provide Federal funds for the undertaking.

GPO 927-934

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W.O.

FORM PR-1
(REV. 4-61)

FEDERAL - AID F
(PPM

CARD 2	REPORT NUMBER 1 (19) (20)	PROJECT LOCATION (45 typewriter spaces) I-405 E. Fremont Interchange (Portland) 21 65	**ADT**	PRESENT 43,600	FUTURE 72,400 (65) (70)	YEA 8 (71)

CARD 3	CHARACTER OF PROPOSED WORK (35 typewriter spaces) Gr. Dr. H.T. Pave, 1 Str. Complex 26 62	NATL. FOREST (63) (65)	FH ROUTE NO. (66) (68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. AUT (74)

CARD 4	CLASS OF FEDERAL FUNDS Interstate	COUNTY NAME Mul	
	NAME OF URBAN AREA Portland 17-31	ROUTE NO. I	FEDERAL-A I-405

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	CLASS	WORK TYPE	WORK STEP	TERMINI (Full description)	MILES	ESTIMATED PROJECT TOTAL ESTIMATED COST	ESTIMATED PROJECT FEDERAL FUNDS
1	(14-15)	(16	41	42	43 46	53		(54) (58)	(59) (66)	(67)
5					**PE**		I-405 E. Fremont Interchange (Portland)			
5					**ROW**					
5					**CONST** (CODE)			0.11	9,610,000	8,841,000

CARD 1	CODE 1	PREPARED BY	PROJECT TOTALS	0.11	9,610,000	8,841,000
1	14	PROGRAM APPROVAL DATES			(16) (23)	(24)

7311

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

ADT	PRESENT	FUTURE	YEAR	REGION	STATE NAME	STATE CODE	APPN CODE	ITEM NO.
	43,600	72,400	89	08	Oregon	35	042	586

TE	SUPV AGCY	DA CLASSIF.	DA AREA	EMERG. YR.	PL. AUTH YR	PROJECT NUMBER PREFIX LETTER(S)	NUMBER	SEQ. NO.	I Projects Only POST MI.	DESIG.
						I	405-8(23)		304	

COUNTY NAME	Multnomah	CODE	051
ROUTE NO.	I	FEDERAL-AID	I-405
STATE		U.S.	I-405

PROGRAM STAGE ☐ 1 OR ☒ 2

ESTIMATED PROJECT COST BY PHASES

	MILES	TOTAL ESTIMATED COST	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	CHARACTER OF PROPOSED WORK (Full description)
tland)						Gr. Dr. H.T. Pave, 1 Ramp Structure Complex (Steel Box Girder, Conc. Deck) (Project Length 605') (HC 40') ROW-200' Normal; Access Control-Full; Parking Restrictions- Complete
	0.11	9,610,000	8,841,000	769,000		
ECT ALS	0.11	9,610,000	8,841,000	769,000		

REMARKS
Additional Data: Item 585, Project I-405-8(22)304.

USCOMM DUSCOMM-DC 48808-P61

Remarks Contd.

This project consists of construction of the balance of the EW & WE ramp structures (Over I- with grading and paving to connect with city streets; the partial construction of the SW & WS ramp structures; the construction of the WN ramp structure with grading and paving to connect with I-5 northbound; partial construction of the NW ramp structure.

All Railroad and Utility adjustment work required for this project have been included under Project I-405-8(22)304 for convenience of work control and accounting procedure.

This project with Projects I-405-8(22)304 and I-405-8(24)304 constitutes the major portion of the interchange complex.

s Contd.

This project consists of construction of the balance of the EW & WE ramp structures (Over I-5) rading and paving to connect with city streets; the partial construction of the SW & WS ramp tures; the construction of the WN ramp structure with grading and paving to connect with I-5 ound; partial construction of the NW ramp structure.

All Railroad and Utility adjustment work required for this project have been included under t I-405-8(22)304 for convenience of work control and accounting procedure.

This project with Projects I-405-8(22)304 and I-405-8(24)304 constitutes the major portion interchange complex.

7311 E. Fremont Interch. Sec.
Stadium Fwy. Unit 5

#7311

TRANSMITTAL SLIP

DATE 10-22-74

BALDWIN
KLABOE
[✓ JOHNSON]
HUNTER
SCHROEDER
COULTER
ADM. ASSISTANT
BRIDGE DESIGN
CHIEF COUNSEL

CITY-COUNTY
CONSTRUCTION
EQUIPMENT-SHOPS
ENVIRONMENTAL
FINANCE
FHWA
LOCATION
MAINTENANCE
MANAGEMENT SERVICES

MATERIALS
OFFICE ENGINEERING
PARKS
PERMITS & WEIGH.
PERSONNEL
PLANNING
PUBLIC AFFAIRS
RADIO
RESEARCH
RIGHT OF WAY
ROAD DESIGN

SECRETARY
SIGN SHOP
TRAFFIC
FILES
MAIL
ESHB
REGION ☐

ATTENTION: AL JOHNSON

FROM: Potter ENVIRONMENTAL SEC

ACTION

☐ NOTE AND FILE
☐ NOTE AND RETURN TO ME
☐ RETURN WITH MORE DETAILS
☐ NOTE AND SEE ME
☐ PLEASE ANSWER
☐ FOR YOUR APPROVAL
☐ PREPARE REPLY FOR MY SIGNATURE
☐ TAKE APPROPRIATE ACTION
☒ PER YOUR REQUEST
☐ SIGNATURE
☐ FOR YOUR INFORMATION
☐ INVESTIGATE

COMMENTS the price list is probably out of date - we have on order info on other company's analyzers, but DEQ tell us this is probably the best......

FORM 61-734-3100 2 copies attached. P*79677-734

COPIES in #7214 & #7310 SLIP 3-1

Fremont Bridge Paint Claim

TRANSMITTAL SLIP

DATE 10-23-74

BALDWIN
KLABOE
JOHNSON
HUNTER
SCHROEDER
COULTER
ADM. ASSISTANT
BRIDGE DESIGN
CHIEF COUNSEL

CITY-COUNTY
CONSTRUCTION
EQUIPMENT-SHOPS
ENVIRONMENTAL
FINANCE
FHWA
LOCATION
[✓ MAINTENANCE]
MANAGEMENT SERVICES

MATERIALS
OFFICE ENGINEERING
PARKS
PERMITS & WEIGH.
PERSONNEL
PLANNING
PUBLIC AFFAIRS
RADIO
RESEARCH
RIGHT OF WAY
ROAD DESIGN

SECRETARY
SIGN SHOP
TRAFFIC
FILES
MAIL
ESHB
REGION ☐

ATTENTION: Mr. [illegible]

FROM: H.S. CO[illegible]

ACTION

☐ NOTE AND FILE
☐ NOTE AND RETURN TO ME
☐ RETURN WITH MORE DETAILS
☑ NOTE AND SEE ME
☐ PLEASE ANSWER
☐ FOR YOUR APPROVAL
☐ PREPARE REPLY FOR MY SIGNATURE
☒ TAKE APPROPRIATE ACTION
☐ PER YOUR REQUEST
☐ SIGNATURE
☐ FOR YOUR INFORMATION
☐ INVESTIGATE

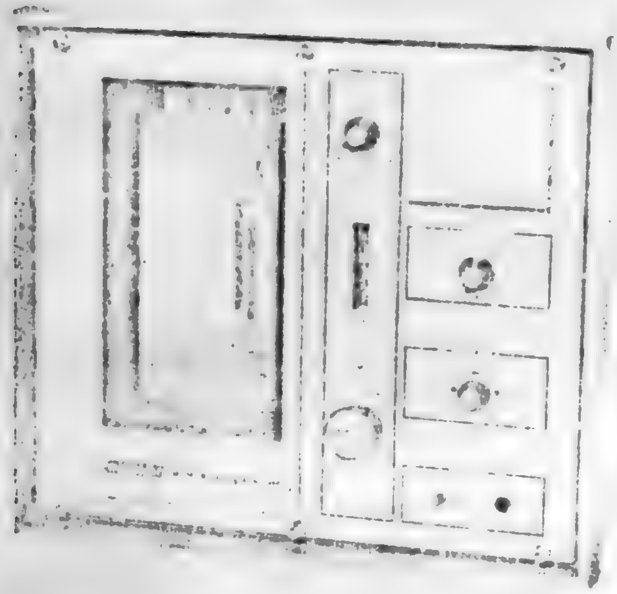
COMMENTS [illegible]

Toll Free (800) 426-7974
for Sales & Service

CHUCK McDONALD
SENIOR SALES REPRESENTATIVE

Beckman INSTRUMENTS, INC.
PROCESS INSTRUMENTS DIVISION
300 - 120TH AVENUE, N.E., BUILDING 3, SUITE 131
BELLEVUE, WASHINGTON 98005
(206) 454-9526

MODEL 906A SO₂ ANALYZER



The Beckman Model 906A Sulfur Dioxide Analyzer can now deliver two improved performance specifications (see below).

Range: 0-0.25, 0-0.5, 0-1, and 0-2 ppm by volume selectable by front panel mounted switch

Minimum Detectable Limit: 0.01 ppm

Complete details are available from your local Beckman Process Sales Representative. Ask him about them.

BECKMAN INSTRUMENTS, INC.
PROCESS INSTRUMENTS DIVISION
FULLERTON, CALIFORNIA

Delivery: 2-3 weeks

Beckman

MODEL 906A SO_2 ANALYZER

Price List 4097A PL

March, 1972

PART NO.	DESCRIPTION	PRICE
190604	A completely self-contained unit designed for the analysis of SO_2 concentration in ambient air. Consists of sample scrubber, zero filter, detector cell, sample pump, and flow controller mounted in a single compact case	$2,760.00
191094	Accessory Kit required for panel mounting of analyzer	40.00

Recommended Spare Parts List

PART NO.	DESCRIPTION	AMT.	PRICE
777003	Fuse, 3 amp (pkg. of 25)	1	$ 3.95
777156	Fuse, .25 amp (pkg. of 10)	1	4.20
191057	Electrolyte Pint	1	10.00
630685	Thermistor	1	24.00
191524	Scrubber Cartridge	3	18.50
194972	Zero Gas Filter	1	6.50
777568	Flapper Pump (pkg. of 8)	1	6.75
856251	Relay, amperite	1	8.25
777567	Diaphragm Pump (pkg. of 5)	1	9.45
193278	Reference Electrode	1	56.00
631260	Reference Electrode Replacement Cartridge	3	12.00
777570	Gasket Pump (pkg. of 25)	1	3.95
191394	Tubing, Capillary (inc. cork) (pkg. of 4)	1	20.00
631255	Periodic Maintenance Kit for Model 906A SO_2 Analyzer		68.50

Consists of:

191057	Electrolyte	1 pt.
631260	Reference Electrode Replacement Cartridge	3
191524	Scrubber Cartridge (sample)	3
191394	Tubing Capillary (inc. cork) (pkg. of 4)	1

(Sufficient material for 3 maintenance cycles)

NOTE: If it is necessary to hold instrument down time to a minimum your stocking the following parts is recommended.

193940	Detector, Less Electrodes	1	$ 140.00
190395	Power Supply Assembly	1	103.00
194983	Board Water Addition	1	95.00
190326	Amplifier Assembly	1	164.00

NOTE: The calibration gas is certified 1 ppm sulfur dioxide in prepurified nitrogen. Order on a cylinder exchange basis directly from The Matheson Company, Inc.

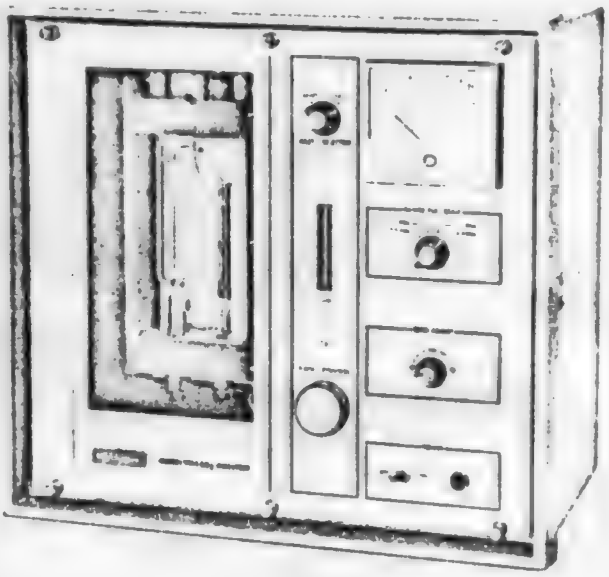
(All prices are f.o.b. shipping point, and are subject to change without notice. Our terms are net 30 days.)

RECEIVED
HWY EN
T 23 '74
EFER TO
FOR

PROCESS INSTRUMENTS DIVISION
FULLERTON, CALIFORNIA

BECKMAN MODEL 906A

SULFUR DIOXIDE ANALYZER



- ***SPECIFIC ANALYSIS***
- ***FOUR OPERATING RANGES***
- ***CONTINUOUS DIRECT LINEAR READOUT***
- ***SERVICEABILITY***
- ***LOW MAINTENANCE***
- ***RUGGED CONSTRUCTION***

The Beckman Model 906A SO_2 Analyzer provides an accurate, reliable means of continuously monitoring trace concentrations of SO_2 in ambient air. The advanced design of the instrument has eliminated the need for reagents, metering pumps, fragile glass contactors, and other complex components previously associated with air monitoring instrumentation.

Specific, continuous, and accurate determinations of SO_2 atmospheric concentrations are made by utilizing the technique of secondary coulometry in combination with selective scrubbers.

Readout is displayed on a large, front-panel meter and connections for a recorder are provided.

BULLETIN 4097 A

PRINCIPLE OF OPERATION

The flow diagram illustrated in Figure 1 shows the sample flow through the instrument and identifies the main components.

An air sample is drawn through a detector cell which contains a buffered solution of potassium iodide (KI). Any SO_2 in the air sample is oxidized by the electrogenerated iodine, and any unreacted iodine is immediately reduced back to iodide at the cathode.

A reference electrode is connected in parallel with the platinum anode and cathode. The reference electrode serves as a reference to both poles and registers any unbalance between the cathodic output and the anodic input current.

Any sulfur dioxide present in the sample competes with the cathode for the electrogenerated iodine and, as a result, the output current and the cathode is some value less than the input current. This difference is directly related to the concentration of the SO_2 in the sample.

DESCRIPTION

Three-way Sample Valve—To provide a zero reference, this valve allows ambient air to be drawn through the internal carbon zero gas filter.

Selective Scrubber* (Figure 2)—When entering through the scrubber, without affecting the SO_2 present in the sample, the ambient air is efficiently cleaned of interferents such as ozone, H_2S, and mercaptans. The chemical removal of these contaminants is the key to the unusual specificity of the analyzer in providing an accurate SO_2 measurement.

Carbon Filter—When zeroing the instrument, ambient air passes through the activated carbon filter. This filter provides pure air for a zero reference gas by removing all contaminants including SO_2.

Flowmeter—Visible on the front panel, the flowmeter and flow rate control knob permit adjustment for optimum air sample flow rate (150 cc per minute).

Capillary Inlet—The air sample flows through a Teflon† inlet tube into the detector. Since Teflon is a hydrophobic material, it effectively prevents possible plugging of the tube by electrolyte crystallization at the gas-liquid interface. Also serving as a gas flow restriction at the detector input, the Teflon tube maintains a constant pressure differential between the detector and the atmospheric pressure to achieve flow stability.

Detector Cell (Figure 3)—The air entering the detector cell acts as a lift pump, meeting and entraining the electrolyte so that a chain of bubbles moves upward into the bowl of the detector cell. All SO_2 in the bubbles is oxidized by the electrochemically generated iodine in the electrolyte. At the top of the column the air separates from the electrolyte and is aspirated from the detector by the pump. The electrolyte moves down from the bowl through the tube containing the platinum

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*U. S. Patent No. 3,495,944

*Registered trademark of du Pont

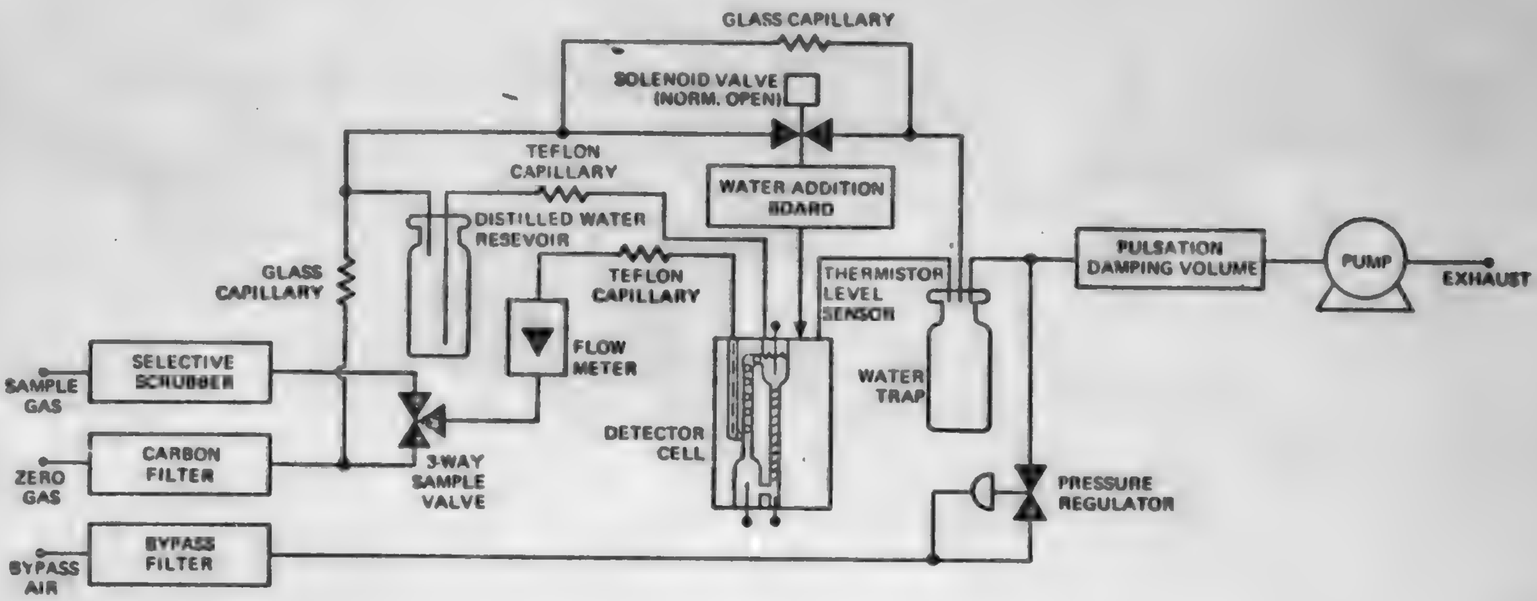


FIGURE 1. FLOW DIAGRAM OF MODEL 906A SULFUR DIOXIDE ANALYZER.

FIGURE 2. SELECTIVE SCRUBBER. U.S. PATENT #3,495,944

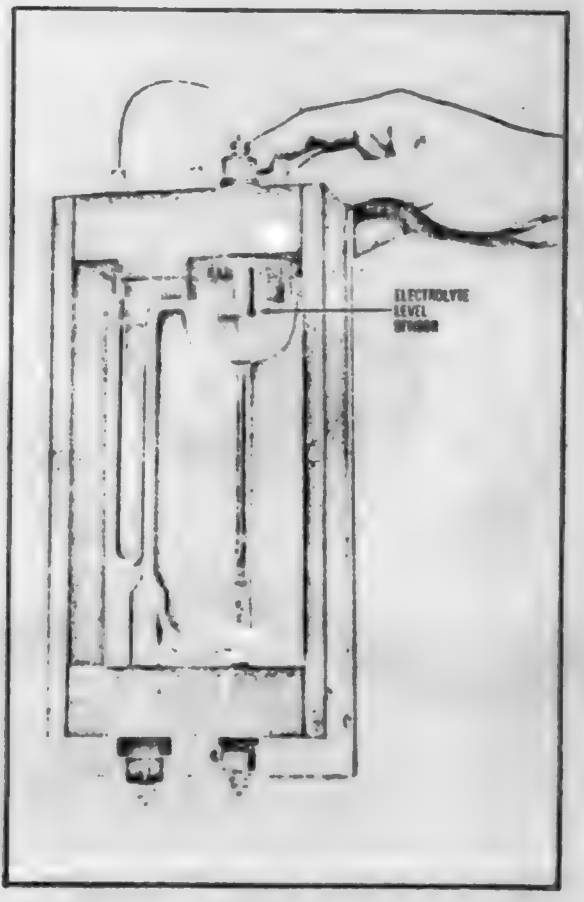


FIGURE 3. SO_2 ANALYZER DETECTOR CELL

screen cathode. Unreacted iodine is reduced to iodide at the cathode and circulated back to the anode to complete the cycle.

Water Trap—To protect the pump against accidental spill-over of electrolyte from the cell, a water trap is inserted in the sample exhaust line.

Pressure Regulator—The internal vacuum flow regulator maintains a pressure drop across the cell and maintains a constant flow rate of 150 cc/min. through the detector. This regulator is on a bypass line that supplies the balance of air needed by the 2 liter per minute sample pump. The regulator includes a particulate filter for pump protection.

Pulsation-Damping Volume—Pneumatic stability is maintained by a pulsation damping volume ensuring a smooth gas flow throughout the system.

Sample Pump—A specially modified diaphragm pump draws the ambient air through the analyzer and expels it out the exhaust connection. The pump motor operates at a reduced voltage to assure long motor life.

Reagent—The reagent consists of a buffered solution of potassium iodide which is oxidized at the anode of the Analyzer Detector Cell to produce free iodine, and is then reduced back to iodide at the cathode. Thus, the electrolyte is self-regenerating. This long reagent life is one of the unique advantages derived from the coulometric method of analysis.

Automatic Water Addition System—Since water is lost from the electrolyte by evaporation, it is necessary to add distilled water to the cell to maintain the correct reagent level. A continuous, on demand, water addition technique, which adds makeup water in small increments, is used to ensure stable operation of the instrument and provide uninterrupted meaningful data.

Included in the system are an Electrolyte Level Sensor, associated electronics, and a Water Addition Solenoid Valve. When the electrolyte level drops slightly, the level sensor (in conjunction with the necessary electronics) activates the water addition solenoid valve which creates a pressure differential between the reservoir and the detector cell. This action causes water to flow from the water reservoir into the cell restoring the proper water level.

Cabinet—The analyzer is housed in a gray steel case which can be panel or bench mounted. Case dimensions are 18"h x 19"w x 11"d. All plumbing is connected through the back of the instrument and a connection is provided for the addition of an external potentiometric recorder or digital data system for continuous recording or integration of SO_2 concentration.

COULOMETRIC TITRATION OF IODINE (Figure 4).

Electrochemical Reactions of the Cell at "No SO_2" Steady-State: $(I_A) = (I_C) = (I_S)$

I_A causes oxidation of I^- at anode: $2I^- \rightarrow I_2 + 2e^-$

I_C is caused by reduction of I_2 at cathode: $I_2 + 2e^- \rightarrow 2I^-$

A steady-state concentration of I_2 exists in solution at equilibrium (also a constant concentration ratio of I_2/I^-).

The cell system utilizes a cyclic oxidation-reduction process, where ions of I^- lost by oxidation to I_2 at the anode are transported to the cathode by the circulation and stirring in the cell, and are reduced to the same number of I^- ions as were initially present.

Chemical and Electrochemical Reactions of the Cell When an SO_2 Sample Is Drawn Into the Cell:

$(I_A) = (I_C)$ no SO_2

$(I_A) = (I_C) + (I_R)$ with SO_2

When an SO_2 sample enters the cell, it reacts *chemically* with the steady-state iodine concentration present by the following reaction:

$$SO_2 + I_2 + 2H_2O \rightarrow SO_4^= + 2I^- + 4H^+$$

This reaction perturbs the cell by lowering the steady-state iodine concentration and the cell loses capacity to carry the full applied anodic current to the cathode. Since the cell is driven by a constant-current source, a current equivalent to the loss of iodine is passed through the reference electrode by the following reaction:

$$C \text{ (oxidized state)} + ne^- \rightarrow C \text{ (reduced state)}$$

This current is sensed by the amplifier, and is present at some level until the "no SO_2" steady-state condition of the electrochemical cell has been restored. This output current is directly proportional to the amount of SO_2 present in the sample when a constant gas-sampling rate is maintained.

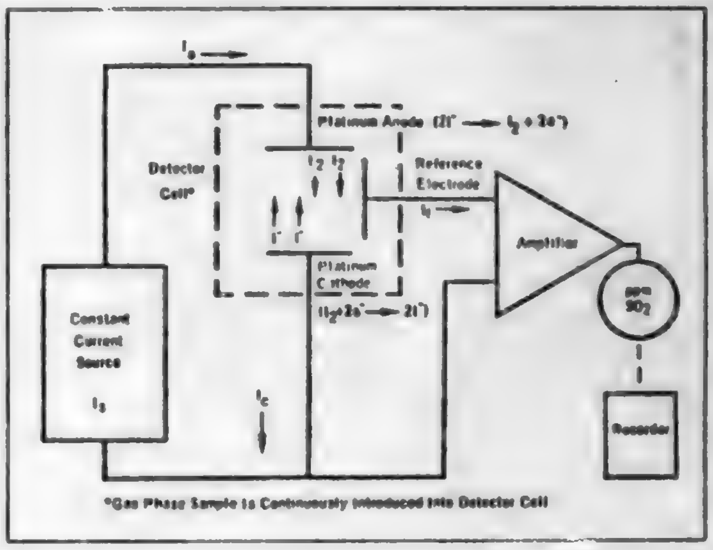


FIGURE 4. COULOMETRIC TITRATION OF IODINE

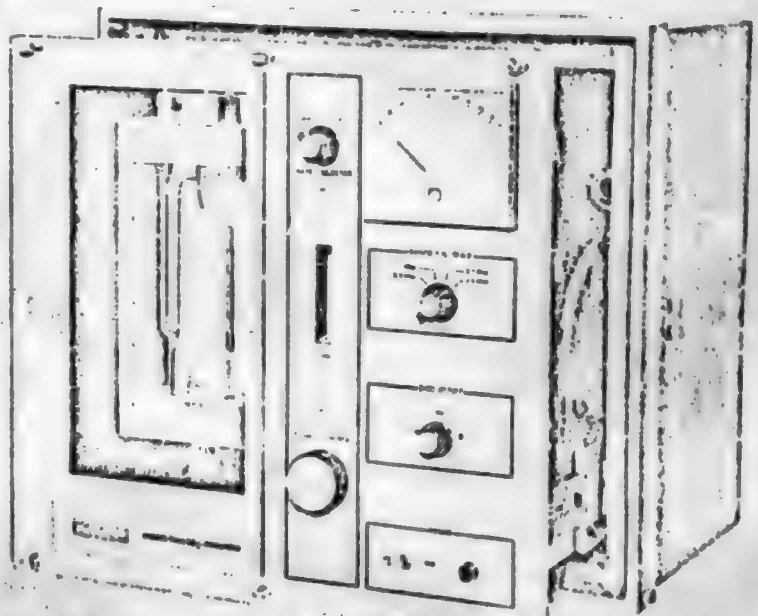


FIGURE 5. INTERNAL COMPONENTS MOUNTED ON PULLOUT CHASSIS FOR EASY ACCESS AND SERVICE WHILE MAINTAINING ELECTRICAL CONTINUITY

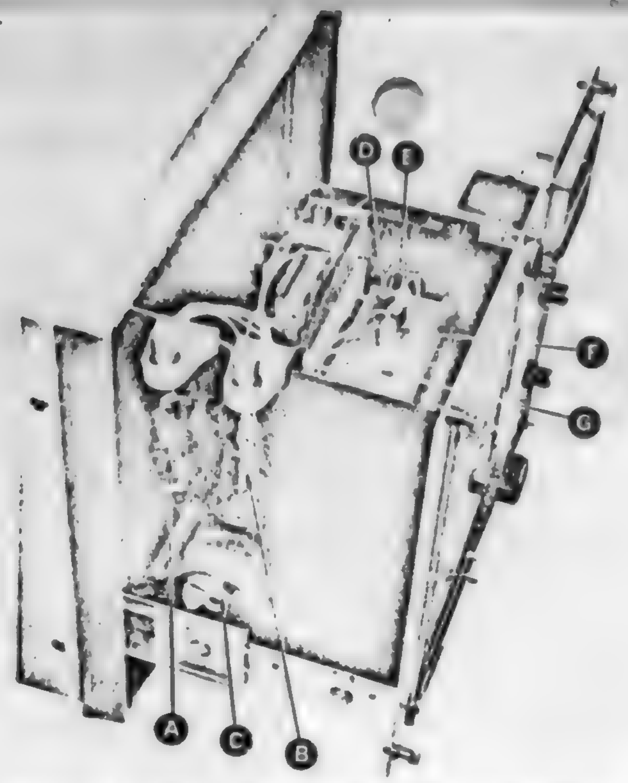


FIGURE 6. RIGHT HAND VIEW INTERNAL COMPONENTS

A. Water Trap
B. Distilled Water Reservoir
C. Pump
D. Thermistor
E. Exhaust Port
F. Water Addition Inlet
G. Sample Inlet

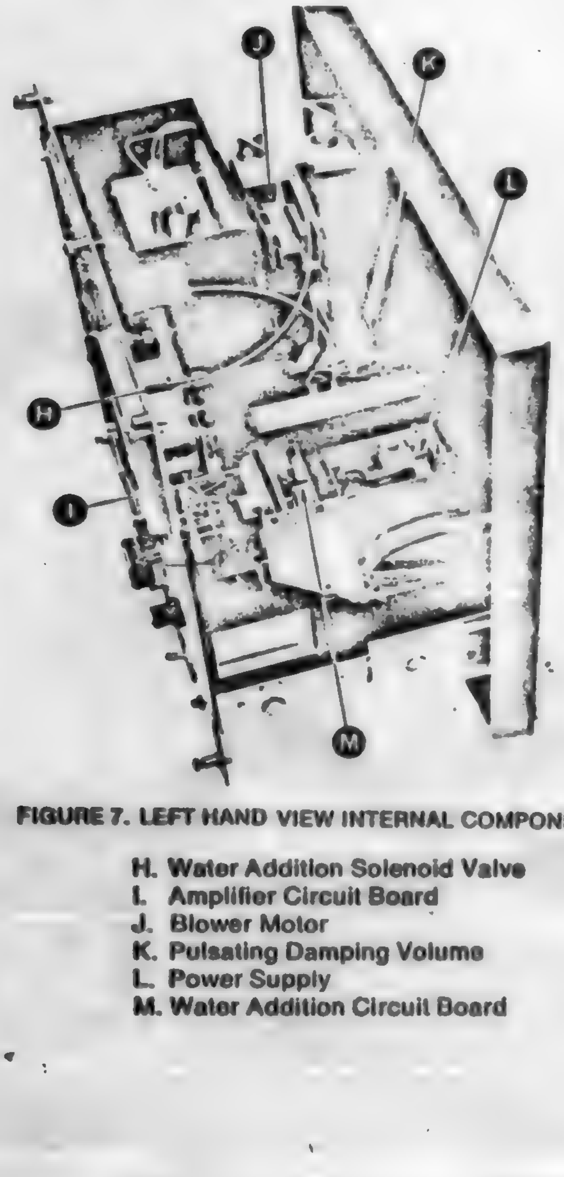


FIGURE 7. LEFT HAND VIEW INTERNAL COMPONENTS

H. Water Addition Solenoid Valve
I. Amplifier Circuit Board
J. Blower Motor
K. Pulsating Damping Volume
L. Power Supply
M. Water Addition Circuit Board

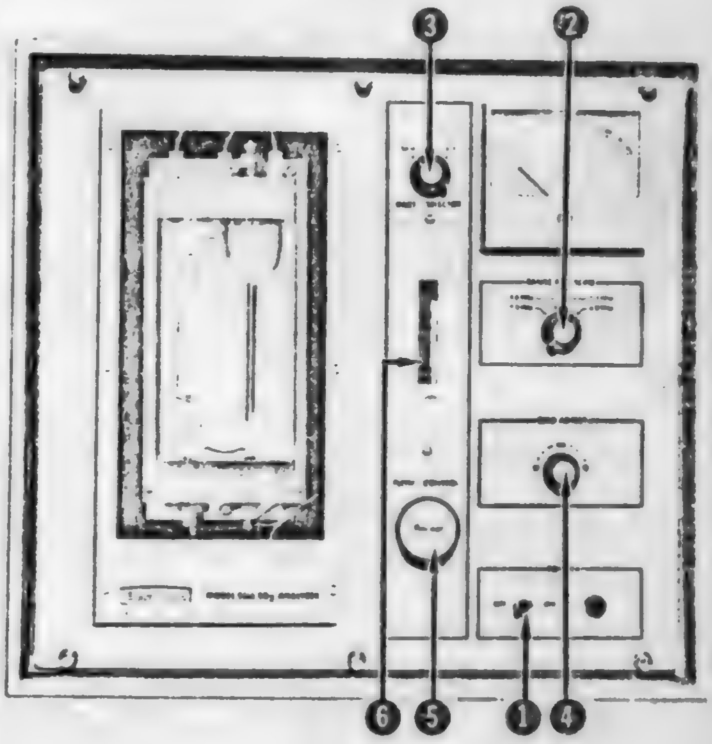
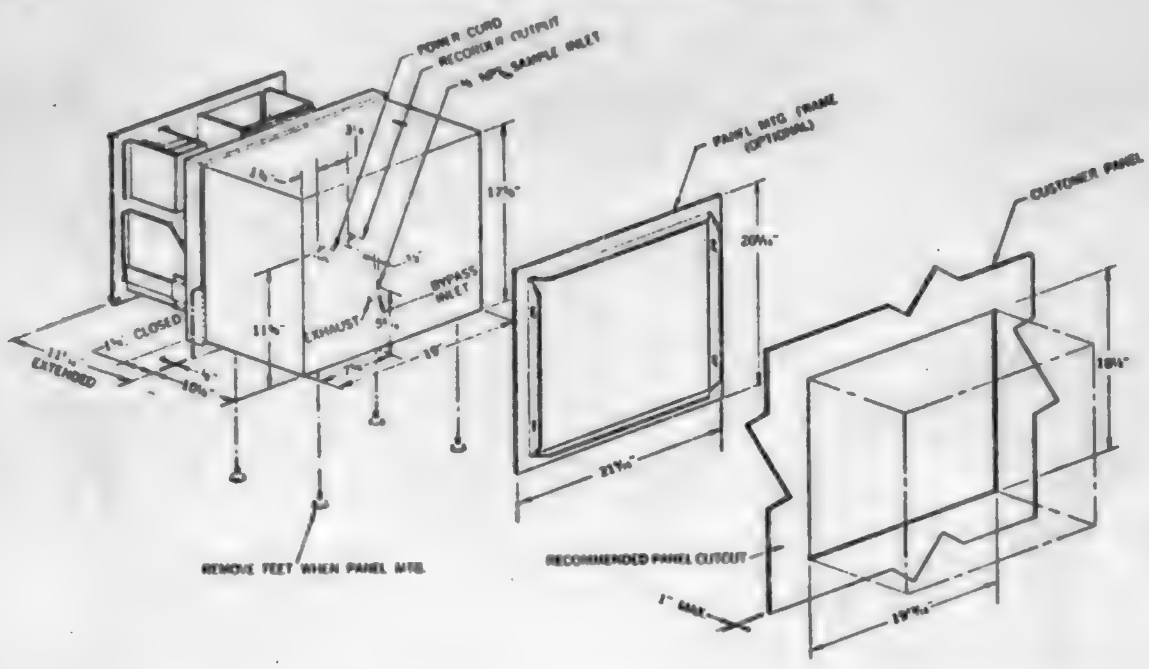


FIGURE 8. OPERATING CONTROLS

CONTROLS

1. Power switch controls electrical power to the instrument.
2. Range selector permits selection of desired full scale range —0-0.5, 0-1.0, 0-2.0, or 0-4.0 ppm SO_2.
3. **Inlet Selector** when placed at ZERO brings SO_2-free air to the detector for standardization purposes; when placed at SAMPLE brings ambient air to the detector for SO_2 measurement.
4. **Zero Adjust Control** is used to adjust the residual background current.
5. **Flow Control** sets the flow rate of gas supplied to the detector which is normally 150 cc/min.
6. **Mechanical Meter Zero Adjust Screw** is a mechanical adjustment to set the meter pointer to read zero.

OUTLINE AND MOUNTING DIMENSIONS



SPECIFICATIONS

Range:	0-0.5, 0-1.0, 0-2.0, and 0-4.0 ppm by volume selectable with front panel mounted switch
Minimum Detectable Limit:	0.02 ppm
Response Time:	4 minutes to 90% of ultimate signal
Accuracy:	±5% of full scale
Stability:	4% of full scale (peak to peak) per 24 hours
Output Signal Standard:	Indicating meter and potentiometric output of 10, 100 and 1,000 mv
Ambient Temperature Range:	40° to 100°F
Ambient Humidity:	To 90% relative humidity
Power Required:	50 or 60 Hz, 115 v-ac, 200 watts maximum
Specificity:	A concentration of 1 ppm of each of the listed typical interferents will indicate the following maximum signal errors in the SO_2 reading:

Ozone	0.10 ppm
Hydrogen sulfide	0.10 ppm
Mercaptans	0.10 ppm
Organic sulfides	0.10 ppm
Oxides of nitrogen	0.03 ppm
Ammonia	0.01 ppm

Dimensions:	18" high x 19" wide x 11" deep; case suitable for bench, wall, or panel mounting
Shipping Weight:	76 lbs.

NOTE: Specifications subject to change without notice.

HOW TO ORDER

The Beckman 906A may be ordered from your nearest Beckman Sales Office, or directly from Beckman Instruments, Inc., 2500 Harbor Blvd., Fullerton, California 92634.

For recommendations on special applications, return Stream Analysis Form EH-4507 or contact your Beckman Sales Representative to discuss your specific requirements.

ADDITIONAL INFORMATION

Beckman provides a variety of air quality monitoring instruments and related systems. Such instrumentation includes:

Air Quality Analyzers—Utilize the technique of secondary coulometry in combination with selective scrubbers to provide specific, continuous, and accurate determinations of the atmospheric concentrations of SO_2, total oxidants, and nitrogen dioxide.

Air Quality Chromatograph—Through the Chromatographic method of analysis this single instrument monitors three air pollutants—carbon monoxide, methane, and total hydrocarbons from 0-1 ppm full scale for each component.

Non-Dispersive Infrared Analyzer—Long pathlength NDIR instruments sensitized to CO commonly used for ambient air monitoring.

Beckman Vehicle Emission Analysis System—An integrated system which determines the concentration of carbon monoxide, carbon dioxide, and hydrocarbons in automobile exhaust.

Beckman Model 82 Data Processor for Vehicle Emissions Analysis—Developed for simultaneous use with either one or two Beckman Vehicle Emissions Analysis Systems, it reduces the complex data obtained during tests to accurate, meaningful results in minutes.

Total Hydrocarbon Analyzer—Utilizes the hydrogen flame ionization principle to detect and measure trace concentrations of total hydrocarbons in the atmosphere.

Mobile Air Quality Laboratories—Fully equipped, motorized truck vans and trailers for monitoring air quality over an extended area.

Individual brochures describing these instruments are available upon request.

#7311

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FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

Region 1 - Milwaukie

August 20, 1974

FILE:

Edward L. Hardt

FROM: EDWARD L. HARDT
Regional Engineer

SUBJECT: FREMONT BRIDGE IMPACT CLAIMS

TO:		
	A. E. JOHNSON	ROBERT SHOTWELL
	JOHN LEAHY	ROBERT CUNNINGHAM
	JOHN JENKINS	CHARLES LOBAUGH
	JOHN HOWARD	JACK DAVIS

Countermanding all previous letters and phone calls on the subject, the meeting to discuss the current status of the contractor's impact claims on the East and West Fremont Interchange projects has now been scheduled for August 28 at 2 PM in the small conference room in the Salem Highway Building. All addressees are still requested to attend.

ELH/cr
cc H. S. Coulter
R. N. Bothman
A. C. Harwood
W. J. Hart
H. A. Schell, FHWA

NOTED
A. E. JOHNSON

NOTED
F. B. KLABOE

RECEIVED
STATE HWY ENGR
AUG 21 '74
REFER TO
Klaboe
FOR

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#7311

O EGON STATE HIGHWAY DI SION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310

DATE July ~~26~~ 31, 1974

TO H. S. Coulter
Asst. State Highway Engineer

FROM John C. Jenkins
Engineer of Materials

SUBJECT Fremont Bridge Paint Problem

The last couple of weeks before Dean Mandrell's employment with the State terminated on May 31, 1974, were spent reviewing some data supplied by Canron's attorney. Dean had not finished at the time his employment ended so he put in some additional time to complete his report:

June 1 - 6 hours
June 2 - 4 "
June 3 - 2 "
June 8 - 3 "
Total 15 hours

How may we compensate him for this time?

JCJ:gs

7-31-74

RECEIVED
JUL 29 1974
Office of
Assistant State Highway Engineer

Jenkins—
Have Mandrell submit an invoice for services rendered (with description of work done - dates - hours, etc.) at appropriate hourly rate and write an F.P.O. to cover. Dick Hacek in Finance says they will pay on that.

7311

s

FORM E-30 (REV. 10-60)

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 6, 1973

SUBJECT: Fremont Approaches
Contractor's Claims

To: A. E. Johnson
Deputy State Highway Engineer

FROM: Edward L. Hardt
E. L. Hardt
Construction Field Engineer

Attached you will find a letter dated September 4 from John Clough who has been assigned from the Attorney General's office to assist us with the Fremont Bridge claims. This letter is in the form of a request to do some outside investigation of Canron.

Your approval of this request is recommended. If this request is approved, our Accounting Section should be notified.

NOTED

RECEIVED
STATE HWY ENGR
SEP 12 '73
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

APPROVED
DEPUTY STATE HIGHWAY ENGINEER
Date 9-13-73

ELH:fw

Enc.

Orig - Ed Hardt
cy Hunter
Hart Hardt
Vern Strong
Files ✓
9-13-73

DEPARTMENT OF JUSTICE

Memorandum

TO: Mr. Ed. Hardt, Bridge Section
Highway Building

DATE: September 4, 1973

FROM: Mr. John H. Clough, Assistant Attorney General
Department of Justice

SUBJECT: Fremont Bridge Case

Pursuant to our discussion of today concerning the investigation required in the above matter, I am by this memo requesting that I be authorized to purchase services from Retailers Commerical Agency in Portland, Oregon, for a background investigation on Canron Limited in Vancouver, British Columbia. My experience with Retailers has been that their investigations are thorough. They charge by the hour and the rates that I have obtained were $10.75 an hour for work done in Vancouver, British Columbia, and $11.50 an hour for work done in the Portland office. In all, such a background study should be kept within $100 to $150. I would request that Retailers do a complete run down on the corporation including its background, work experience, the nature of business and particularly how frequently the Canron jumps the category of being a material man's supplier to be a subcontractor for painting on the steel girders that it produces. I would also request that complete financial data of the corporation be obtained, the corporate structure, i.e., who are parent or subsidiary corporations, if any; who are the officiers and key personnel and what other positions they hold and a complete backgound investigation on certain key people including but not limited to Terry Lawry and Bruce Jackson, who are presently the individuals that we are dealing with in the above matter. Such investigation would also disclose any other lawsuits on similar problems.

Such information is beyond the reach of any investigative staff that we have, which there is none and personnel that may be presently employed by Highway. I regard this as a necessary step towards the successful defense of the above potential lawsuits.

ph

5

#7311

1859

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

TOM McCALL
GOVERNOR

F. B. Klaboe
Administrator of Highways

August 20, 1973

NOTED
A. E. [illegible]

Mr. John H. Clough
Assistant Attorney General
Justice Department
State Office Building
Salem, OR 97310

Dear Mr. Clough:

East and West Fremont Interchanges
Inorganic Zinc Paint Investigation

To help in your review and investigation of the documents connected with the inorganic zinc paint problem on the Fremont Interchanges, listed below are the cast of characters who were involved when the work was going on. There may be others whom I have overlooked; however, this will give you a running start at the personnel involved.

The contractor for the East Fremont was a joint venture of Drake and Willamette, the jobs superintendents were Bill Bugge and later Jack Gray. The principals involved were R. E. (Smoky) Grant and Franklin Grant. For the West Fremont Interchange the joint venture was Andersen-Hannan. The job superintendent was Ralph Hannan and Bob Everitt and H. A. Andersen represented the main office.

Canron Ltd. of Vancouver, British Columbia, who did the steel fabrication and painting, was represented principally by Terry Lawry and Dick Davies.

The paint supplier, Enjay Chemical Co. (now Exxon), was represented while the work was going on, by Don Bozman, Don Blue and Leonard Grover. During the course of my current investigation I have talked to Frank Koehler and John Owen.

Pittsburgh Testing Laboratory, who contracted out our inspection in the Vancouver plant, was represented by the Portland manager, Don Scott, and by the lead inspector in the fabricating plant, Ken Peterson.

The Oregon Highway Division was represented in one way or another by the following:

Tom Edwards, Deputy Highway Engineer, called the important shots from Salem headquarters.

A. E. Johnson, Assistant Highway Engineer, Tom Edwards' contact with the Region office and field offices.

Ivan Merchant, Bridge Engineer during the formulation of the project and the work now under controversy. He has since retired but is available in Salem.

Walter Hart, current Bridge Engineer, has little knowledge of the actual field conditions under discussion.

Jack Davis, an assistant in the Bridge Section who has done some research on paint and is knowledgeable about some of our other painting problems.

John Jenkins, Materials Engineer. The Materials Section has the prime responsibility for inspection and approval of materials used on projects.

Jim Chidsey, Structural Quality Engineer under Jenkins. Chidsey has recently been transferred to the Utility Liaison Engineer's post in the headquarters building and is available for discussions.

Don Beecroft has taken over Jim Chidsey's position.

Dean Mandrell, Highway Division's paint expert, works in the Materials Laboratory under Beecroft and Jenkins.

Robert L. Schroeder was Metropolitan Region Engineer during the time the work was being done.

H. S. Coulter, succeeded Schroeder after the work was principally over.

Ed Hardt, Assistant Metropolitan Engineer during the time the work was being done in Portland, contact man between the field offices and the Salem headquarters.

Robert Shotwell, Resident Bridge Engineer on the East Fremont project.

Chuck Lobaugh, Shotwell's assistant. Lobaugh was used late last year as a coordinator for Leonard Lindas to help him assemble the data and information that Leonard needed to handle the case.

John Howard, Resident Bridge Engineer for the West Fremont Work.

Robert Cunningham, Resident Bridge Engineer on the Fremont Superstructure contract.

Representing the Federal Highway Administration during the time the work was going on, were Herb Schell, Bridge Engineer; Bob Pillsbury, Schell's assistant; and Cliff Christianson and Wally Bryant, area engineers assigned to the Metro Region.

If you have any questions regarding the people listed above, their qualifications, experience, whatnot, please ask.

Very truly yours,

C. T. Keasey
Construction Engineer
By ORIGINAL SIGNED
EDWARD L. HARDT
Edward L. Hardt
Construction Field Engineer (Bridge)

ELH:dh

cc A. E. Johnson

RECEIVED
STATE HWY ENGR
AUG 20 73
REFER TO
FOR
Info Inves R/D D/R Sign Act File

I-405-8(24) E. Fremont Interch. Section 1970
304 of Stadium Frwy., in Portland
#7312 (Unit C) Folder #2

7312 11-3-77

8

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

cc: OSHD (H.S. Coultor)
Wash Dc (HHO-32)

FINAL ACCEPTANCE REPORT

REGION NO. 10	REPORT NO. 32	COUNTY Multnomah	DIVISION Oregon
DATE OF REPORT 11-3-77	REPORT MADE BY C.T. Christianson, Area Engr		PROJECT NO. I-405-8(22-24)304
COMPLETION DATE See Below	ACCEPTANCE DATE BY CONTRACT AGENCY See below	TIME ELAPSED See below %	CONTRACT TIME See below
APPROVED EXTENSIONS See Below	LOCATION Junction of I-5 and I-405 (North End), Portland		

*The PR-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted.
*A copy of the State's materials certificate is attached to the Division office copy of this report.
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

PROJECT NO.	CONTRACT NO.	COMPLETED	OSHD ACCEPTANCE
I-405-8(22)304	7298	5-5-70	5-12-70
I-405-8(22)304	7310	11-28-72	7-5-73
I-405-8(23)304	7311	5-25-73	7-5-73
I-405-8(24)304	7312	11-28-72	2-2-73

11-10-77
cy Keasey

PROJECT NO.	CONTRACT TIME	APPROVED EXT.	TIME USED
I-405-8(22)304	spec.date 12-31-69	to 3-5-70	comp.5-5-70
I-405-8(22)304	755 CD	210	949
I-405-8(23)304	755 CD	210	900
I-405-8(24)304	660 CD	210	943

RECEIVED
STATE HWY ENGR
NOV 10 '77
REFER TO
FOR
Info Inves R/D D/R Sign Act

EAST FREMONT INTERCHANGE
STADIUM FREEWAY
Grading, Paving, Structures and Traffic Control Devices

Based on a final inspection on 11-29-72, this set of projects was accepted subject to satisfactory resolution of problems encountered with the paint system. These problems are now resolved to the mutual satisfaction of all parties involved. Since all of these projects were awarded to the same contractor and were under the direction of the same Resident Engineer, they have been handled as one.

COPY SENT
NOV 9 1977
Washington

*NOTE: Not applicable for direct federal projects. -more-

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE C.T. Christianson C. T. Christianson		SIGNATURE E. J. Valach Original signed by E. J. Valach Dist. Engineer	
TITLE Area Engineer	DATE 11-3-77	TITLE District Engineer	DATE 11-3-77

FORM FHWA-1448 B (12-73) FORMERLY PR-33E Previous Editions of PR-33E Will Not Be Used.

There were no significant changes in project costs as noted by the following tabulation:

CONTRACT	ORIGINAL AUTH	FINAL COST
7298	$ 144,453.72	$ 143,491.37
7310	13,928,737.75	14,065,500.00
7311	9,458,459.11	9,458,944.48
7312	2,218,093.60	2,160,000.00

These figures include engineering and contingencies.

OMB NO. [illegible]

U.S. DEPARTMENT OF TRANSPORTATION - FEDERAL HIGHWAY ADMINISTRATION

STATEMENT OF MATERIALS AND LABOR USED BY CONTRACTORS ON HIGHWAY CONSTRUCTION INVOLVING FEDERAL FUNDS

(PPM 20-2 and PPM 40-4)

ALL	*To be completed by Washington Headquarters Personnel*	2 - 4	5 - 8	9 - 12	13 - 15		
		16 - 18	19 - 22	23 - 24	25 - 27	28 - 30	31 - 33

PART A *(To be completed by FHWA or State Highway Personnel (See instructions on reverse))*

STATE Oregon	COUNTY Multnomah	FEDERAL PROJECT NO. I-405-8(22)304;(23)304;(24)304	URBAN (X) RURAL ( )

CARD	ITEM	DESCRIPTION	UNIT	ROADWAY QUANTITY	BRIDGE QUANTITY (Over 20 ft.)	
A		CONSTRUCTION TYPE CODES				DATE STARTED September 26, 1969
	20	FINAL CONSTRUCTION COST	DOL.	1,546,500	22,826,100	DATE COMPLETED November 28, 1972
	21	LENGTH OF PROJECT	MILES	-	0.353	TOTAL NO. BRIDGES 3

PART B *(To be completed by contractor - See instructions on reverse) (REMARKS: Attach plain sheet of paper)*

30	LABOR	TOTAL MAN HOURS 540,601	GROSS EARNINGS 5,173,911

CARD	ITEM	DESCRIPTION	UNIT	ROADWAY QUANTITY	BRIDGE QUANTITY
B	22	TOTAL COST OF ALL MATERIALS AND SUPPLIES	DOL.	485,277	15,918,777
	9	PETROLEUM PRODUCTS	GAL.	24,166	146,482
	1	CEMENT	BBL.	-	900
C	2	AGGREGATES PURCHASED	TON.	10,622	3,827
	92		CU. YD.	-	-
	3	BITUMINOUS MATERIAL	GAL.	1,440	-
	4	LUMBER	MFBM.	11	1,361
D	5	TIMBER PILING	LIN. FT.	-	13,444
	7	REINFORCING STEEL	LB.	180,108	10,472,227
	8	STRUCTURAL STEEL	LB.	-	31,679,424
	10	EXPLOSIVES	LB.	-	-
E	11	READY-MIXED CONCRETE	CU. YD.	2,953	46,563
	12	PREMIXED BITUMINOUS PAVING MATERIALS	TON	13,623	-
	15	AGGREGATES PRODUCED	TON	-	-
	95		CU. YD.	-	-
F	16	MISCELLANEOUS STEEL	LB.	44,678	115,639
	17	FENCING	LIN. FT.	3,770	-
	18	GUARDRAIL	LIN. FT.	4,126	-
	19	BRIDGE RAIL	LIN. FT.		23,203
G	23	FINAL CONTRACT AMOUNT FOR SIGNS	DOL.	46,520	46,300
	24	FINAL CONTRACT AMOUNT FOR LIGHTING	DOL.	75,930	80,000

Blocks 48-70 to be completed by FHWA Washington Headquarters Personnel

48 - 52	53 - 61	62 - 70

CULVERT ITEMS

CARD	ITEM	SIZE (In.)	LGTH. (Lin. ft.)
H	6	CORRUGATED STEEL CULVERT	
		6	372
		8	5,898
		12	481
J	13	CONCRETE PIPE	
		8	3,664
		10	53
		12	5,349
		15	1,531
		21	376
		24	107
K	14	CLAY PIPE AND DRAIN TILE	
L	25	CORR. ALUMINUM CULVERT	
M	26	CAST IRON PIPE	

FORM PR-47 PREVIOUS EDITIONS ARE OBSOLETE
(REV. 3-72)

INSTRUCTIONS FOR PREPARING AND TRANSMITTING FORM PR–47

GENERAL REQUIREMENTS

Form PR-47 should be transmitted for each highway construction project involving Federal funds except those that consist primarily of the installation of protective devices at railroad grade crossings, those that are constructed on a force account or direct labor basis, Federal-aid Secondary projects, highway work under the direct supervision of the Federal Highway Administration, and highway beautification projects financed with 319(b) funds.

Form PR-47 should be transmitted with or in advance of the Final Report required by Policy and Procedure Memorandum 20-6.1.

A separate form should be transmitted for each contract except that data for two or more contracts on the same project may be combined when such contracts are completed at approximately the same time. In case of a combination, the earliest starting date and the latest completion date should be reported. Where a single contract covers more than one project, only one form should be prepared. A Form PR-47 should not be prepared for a contract covering only the purchase of material but the quantity of material should be reported when subsequently included in a construction project. In all cases, **only the original** of Form PR-47, typed or clearly lettered, and **no carbon or "fast" copies,** should be transmitted to the Washington Office.

If nonparticipating work is included in the contract, all data should be combined with the Federal-aid data in preparing the form. Data for any subcontract should be combined by the State or the division office with that for the prime contract if not so combined by the prime contractor. Quantities of State-furnished materials should be included with contract quantities, and costs of State-furnished materials should be added to Item 20 "Final Construction Cost" and also to Item 22 "Total Cost of All Materials and Supplies". **All quantities should be reported to the nearest whole unit and only in the units specified. All costs should be reported to the nearest dollar.**

Check urban or rural to indicate whether the major cost is for work within an urban area, or in a rural location.

All figures should be verified for reasonableness by State highway department and Federal Highway Administration division office engineers. The total material cost and the total man-hours and gross earnings should bear reasonable relationships to the contract construction amount. Also the quantity of each material reported should be reasonable with respect to the size and nature of the contract and with respect to the quantities of other materials. For example, if a large quantity of reinforcing steel is reported with no cement or ready-mixed concrete, an error of omission in reporting would be indicated.

Average figures for all of these relationships are shown in Tables PT-2a and PT-4 of HIGHWAY STATISTICS, in the published tabulations of highway construction material usage factors, and in an article on highway construction labor in PUBLIC ROADS volume 28, No. 6, February 1957.

Generally, the total cost of materials, supplies, and labor should be substantially less than the final construction cost, as the latter also includes costs of equipment ownership, overhead, and profit which are not required to be reported. If the final construction cost is less or only a few percent more than the total cost of materials, supplies and labor, the indication is that the contractor suffered a loss on the project or that there is an error in reporting. In such case, if it is determined that the figures reported are correct, a statement should be made on plain sheet of paper marked "Remarks" to the effect that the contractor actually did suffer a loss.

Part A - INFORMATION TO BE SUPPLIED BY FEDERAL HIGHWAY ADMINISTRATION OR STATE HIGHWAY PERSONNEL (See PPM-20-2, 20-6.1 and 40-4).

"Final Construction Cost" - Show best estimte of Federal and State costs incurred to date for contract items, extra work performed by contractor, and State-furnished materials.

"Length of Project." - Report official roadway mileage and official bridge mileage.

Part B. - INFORMATION TO BE SUPPLIED BY CONTRACTOR IMMEDIATELY UPON COMPLETION OF CONTRACT

Specific Instructions for the Following Numbered Items:

Item 1 - Report number of barrels of cement used on project. Do not report here the cement included in Item 11.

Items 2 and 92 - Report quantity of aggregates purchased from commercial producers, such as sand, gravel, crushed stone, etc. Do not report here, aggregates included in Items 11 and 12. Aggregates produced by the contractor shall be reported as Item 15 or 95.

Item 3 - Report number of gallons of bitumens such as asphalt and tar. Do not report here, bituminous materials included in Item 12.

Item 4 - Report all lumber products purchased for and used on the project, including plywood and pressed wood, but excluding timber piling, lumber in fencing, guardrail, and signs, and lumber purchased for or used on previous projects and previously reported. The quantity of lumber should be reported as the number of **thousand board feet (MFBM)** and not as the number of board feet (FBM).

Item 5 - Report timber piling in linear feet, regardless of size.

Item 6 - Report, by size, regardless of class, type, gauge or coating, number of linear feet of corrugated steel pipe, structural plate pipe, pipe-arches and arches.

Item 7 - Report total number of pounds of reinforcement for both structures and pavement. Include estimated quantities of reinforcing and prestressing steel in purchased precast units, except concrete pipe reinforcement.

Item 8 - Report total number of pounds of all structural steel, steel H-piling, and sheet piling.

Item 9 - Report total number of gallons of all gasoline, diesel oil, lubricating oil, and grease for equipment and trucks. For conversion purposes use factor of 8 pounds of grease per gallon.

Item 10 - Report total number of pounds of explosives, exclusive of caps and fuses.

Item 11 - Report total number of cubic yards of ready-mixed concrete plus estimated quantity of concrete in purchased precast units, excluding Item 13.

Item 12 - Report total number of tons of bituminous paving mixtures that are purchased in a prepared condition ready for placement as they reach the job.

Item 13 - Report, by size, regardless of class, type, gauge or coating, total number of linear feet of plain and reinforced concrete drain and culvert pipe.

Item 14 - Report, by size, total number of linear feet of clay pipe and drain tile.

Items 15 and 95 - Report total quantity of aggregates such as sand, gravel, crushed stone, etc., produced by the contractor.

Item 16 - Report estimated total weight of steel products not appropriate for Items 6, 7, and 8, such as joint devices, tubular piling, etc.

Items 17, 18 and 19 - Report total lengths, in linear feet, of all types of fencing, guardrail and bridge rail.*

Item 22 - This should be the total cost, at the jobsite, of all construction materials and supplies purchased for and used on the project, including the cost of materials for signing and lighting and, the cost of any materials and supplies not specifically listed hereon. Costs of equipment or equipment rental and the cost of operating the equipment, except the costs of fuel and lubricants, should not be included in this item. Small items of equipment such as jackhammers, handtools, repair parts, tires, etc., are not considered to be supplies. Costs of such items and also overhead costs should not be included. The amount included here for aggregates produced should be only the cost paid by the contractor for the aggregates and should not include the costs of excavating, processing, loading and hauling. Wages and man-hours for aggregates produced should, of course, be included with item 30.

Item 23 - Report final contract amount for all types of signs including foundations, posts, structural supports, etc. Do not include traffic signals.*

Item 24 - Report final contract amount for highway and bridge lighting including foundations, conduits, standards, wiring, switches, luminaires, etc. Do not include traffic signals.*

Item 25 - Report, by size, number of linear feet of corrugated aluminum culvert.

Item 26 - Report, by size, number of linear feet of cast iron pipe.

Item 30 - Report total man-hours worked by, and earnings of all contractor's employees on the project, including those on operation and maintenance of equipment.

*Quantities of steel, concrete and lumber used in connection with Items 17, 18, 19, 23 and 24 should not be reported unless difficulties are encountered in segregating such quantities from total quantities.

FORM PR-47
(REV. 3-67)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

STATEMENT OF MATERIALS AND LABOR USED BY CONTRACTORS ON HIGHWAY CONSTRUCTION INVOLVING FEDERAL FUNDS

(PPM 20-2 and PPM 40-4)

BUDGET BUREAU NO. 41-R2274
APPROVAL EXPIRES SEPTEMBER 1, 1972

STATE Oregon
STATE CODE ____[1]
COUNTY Multnomah (U)[2]
FEDERAL PROJECT NO. I-405-8(22)304

PART A *(To be completed by Bureau of Public Roads or State Highway personnel - See instructions on reverse)*

ITEM		ROADWAY	BRIDGES (Over 20 ft.)
	CONSTRUCTION TYPE CODE		
20	FINAL CONSTRUCTION COST	$ 131,[illegible]34	$
21	LENGTH OF PROJECT	- MI.	MI.

DATE STARTED 9-22-69
DATE COMPLETED 3-5-70
TOTAL NO. BRIDGES

PART B *(To be completed by contractor - See instructions on reverse)*

ITEM	MATERIALS AND SUPPLIES	UNIT	ROADWAY QUANTITY	BRIDGE QUANTITY
1	CEMENT	BBL.	23	
2	AGGREGATES PURCHASED	~~TON~~[3] CU. YD.	661	
3	BITUMINOUS MATERIAL	GAL.		
4	LUMBER	MFBM	3	
5	TIMBER PILING	LIN. FT.		
7	REINFORCING STEEL	LB.	8,073	
8	STRUCTURAL STEEL	LB.		
11	READY-MIXED CONCRETE	CU. YD.	212	
12	PREMIXED BITUMINOUS PAVING MATERIALS	TON	177	
15	AGGREGATES PRODUCED	TON[3] CU. YD.		
16	MISCELLANEOUS STEEL	LB.	24,564	
17	FENCING	LIN. FT.		
18	GUARDRAIL	LIN. FT.		
19	BRIDGE RAIL	LIN. FT.		
9	PETROLEUM PRODUCTS	GAL.		
10	EXPLOSIVES	LB.		
22	TOTAL COST OF ALL MATERIALS AND SUPPLIES	DOL.	43,702	
23	FINAL CONTRACT AMOUNT FOR SIGNS	DOL.		
24	FINAL CONTRACT AMOUNT FOR LIGHTING	DOL.		

30	LABOR	TOTAL MAN HOURS 5,855	GROSS EARNINGS 34,156

CULVERT ITEMS

ITEM	SIZE (Inches)	LENGTH (Lin. ft.)
6	CORRUGATED STEEL CULVERT	
13	CONCRETE PIPE	
	4	626
	6	345
	8	217
14	CLAY PIPE AND DRAIN TILE	
25	CORR. ALUMINUM CULVERT	
26	CAST IRON PIPE	
	2	210
	3	125
	4	320
	6	360

[1] By BPR.   [2] Insert "U" or "R" for Urban or Rural.   [3] Strike out unit not applicable.

EDITION OF 9-66 MAY BE USED   (Remarks: Attach plain sheet of paper)   USCOMM-DC 15941-P67

INSTRUCTIO OR PREPARING AND TRANSMITTING FORM PR-

GENERAL REQUIREMENTS

Form PR-47 should be transmitted for each highway construction project involving Federal funds except those that consist primarily of the installation of protective devices at railroad grade crossings, those that are constructed on a force account or direct labor basis, Federal-aid Secondary projects, and highway work under the direct supervision of the Bureau of Public Roads.

Form PR-47 should be transmitted with or in advance of the Final Report required by Policy and Procedure Memorandum 20-6.1.

A separate form should be transmitted for each contract except that data for two or more contracts on the same project may be combined when such contracts are completed at approximately the same time. In case of a combination, the earliest starting date and the latest completion date should be reported. Where a single contract covers more than one project, only one form should be prepared. A Form PR-47 should not be prepared for a contract covering only the purchase of material but the quantity of material should be reported when subsequently included in a construction project. **In all cases, only the original of** Form PR-47, typed or clearly lettered, **and no carbon or "fast" copies,** should be transmitted to the Washington Office.

If nonparticipating work is included in the contract, all data should be combined with the Federal-aid data in preparing the form. Data for any subcontract should be combined by the State or the division office with that for the prime contract if not so combined by the prime contractor. Quantities of State-furnished materials should be included with contract quantities, and costs of State-furnished materials should be added to Item 20 "Final Construction Cost" and also to Item 22 "Total Cost of All Materials and Supplies". **All quantities should be reported to the nearest whole unit and only in the units specified. All costs should be reported to the nearest dollar.**

The letter "U" or "R" respectively, is to be inserted at the top of the form immediately following the name of the county to indicate whether the major cost is for work within an urban area, or in a rural location.

All figures should be verified for reasonableness by State highway department and Public Roads division office engineers. The total material cost and the total man-hours and gross earnings should bear reasonable relationships to the contract construction amount. Also the quantity of each material reported should be reasonable with respect to the size and nature of the contract and with respect to the quantities of other materials. For example, if a large quantity of reinforcing steel is reported with no cement or ready-mixed concrete, an error or omission in reporting would be indicated.

Average figures for all of these relationships are shown in Tables PT-2a and PT-4 of HIGHWAY STATISTICS, in the published tabulations of highway construction material usage factors, and in an article on highway construction labor in PUBLIC ROADS volume 28, No. 6, February 1957.

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Part A - INFORMATION TO BE SUPPLIED BY BUREAU OF PUBLIC ROADS OR STATE HIGHWAY PERSONNEL (See PPM-20-2, 20-6.1 and 40-4).

"Final Construction Cost" - Show best estimate of Federal and State costs incurred to date for contract items, extra work performed by contractor, and State-furnished materials.

"Length of Project." - Report official roadway mileage and official bridge mileage.

Part B - INFORMATION TO BE SUPPLIED BY CONTRACTOR IMMEDIATELY UPON COMPLETION OF CONTRACT

Specific Instructions for the Following Numbered Items:

Item 1 - Report number of barrels of cement used on project. Do not report here the cement included in Item 11.

Item 2 - Report quantity ggregates purchased from commercial producers, such as sand, gravel, crushed stone, etc. Do not report here, aggregates included in Items 11 and 12. Aggregates produced by the contractor shall be reported as Item 15.

Item 3 - Report number of gallons of bitumens such as asphalt and tar. Do not report here, bituminous materials included in Item 12.

Item 4 - Report all lumber products purchased for and used on the project, including plywood and pressed wood, but excluding timber piling, lumber in fencing, guardrail, and signs, and lumber purchased for or used on previous projects and previously reported. The quantity of lumber should be reported as the number of **thousand board feet (MFBM)** and not as the number of board feet (FBM).

Item 5 - Report timber piling in linear feet, regardless of size.

Item 6 - Report, by size, number of linear feet of corrugated steel pipe, structural plate pipe, pipe-arches and arches.

Item 7 - Report total number of pounds of reinforcement for both structures and pavement. Include estimated quantities of reinforcing and prestressing steel in purchased precast units, except concrete pipe reinforcement.

Item 8 - Report total number of pounds of all structural steel, steel H-piling, and sheet piling.

Item 9 - Report total number of gallons of all gasoline, diesel oil, lubricating oil, and grease for equipment and trucks. For conversion purposes use factor of 8 pounds of grease per gallon. On projects consisting of fencing, signing, or lighting only, comparatively small quantities of fuel and lubricants used need not be reported.

Item 10 - Report total number of pounds of explosives, exclusive of caps and fuses.

Item 11 - Report total number of cubic yards of ready-mixed concrete plus estimated quantity of concrete in purchased precast units, excluding Item 13.

Item 12 - Report total number of tons of bituminous paving mixtures that are purchased in a prepared condition ready for placement as they reach the job.

Item 13 - Report, by size, total number of linear feet of plain and reinforced concrete drain and culvert pipe.

Item 14 - Report, by size, total number of linear feet of clay pipe and drain tile.

Item 15 - Report total quantity of aggregates such as sand, gravel, crushed stone, etc., produced by the contractor.

Item 16 - Report estimated total weight of steel products not appropriate for Items 6, 7, and 8, such as joint devices, tubular piling, etc.

Items 17, 18 and 19 - Report total lengths, in linear feet, of all types of fencing, guardrail and bridge rail.*

Item 22 - This should be the total cost, at the jobsite, of all construction materials and supplies purchased for and used on the project, including the cost of materials for signing and lighting and the cost of any materials and supplies not specifically listed hereon. Costs of equipment or equipment rental and the cost of operating the equipment, except the costs of fuel and lubricants, should not be included in this item. Small items of equipment such as jackhammers, handtools, repair parts, tires, etc., are not considered to be supplies. Costs of such items and also overhead costs should not be included. The amount included here for aggregates produced should be only the cost paid by the contractor for the aggregates and should not include the costs of excavating, processing, loading and hauling. Wages and man-hours for aggregates produced should, of course, be included with item 30.

Item 23 - Report final contract amount for all types of signs and delineators including foundations, posts, structural supports, etc. Do not include traffic signals.*

Item 24 - Report final contract amount for highway and bridge lighting including foundations, conduits, standards, wiring, switches, luminaires, etc. Do not include traffic signals.*

Item 25 - Report, by size, number of linear feet of corrugated aluminum culvert.

Item 26 - Report, by size, number of linear feet of cast iron pipe.

Item 30 - Report total man-hours worked by, and earnings of all contractor's employees on the project, including those on operation and maintenance of equipment.

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*Steel, concrete and lumber used in connection with Items 17, 18, 19, 23 and 24 should not be reported unless difficulties are encountered in segregating such quantities from total quantities.

FORM PR-47 (REV. 3-67)

USCOMM-DC 15941-P67

7312

October 31, 1977

TO G. L. Green, Division Administrator
Federal Highway Administration

Federal-aid Project
No. I-405-8(24)304

FROM C. T. Keasey
Construction Engineer

SUBJECT Request Federal-aid Project Acceptance

Contract 7312, Work Completed November 28, 1972

Project East Fremont Interchange, Unit "C"

Highway Stadium Freeway

County Multnomah

Acceptance: Federal Highway Administration November 29, 1972

Transportation Commission February 2, 1973

All participating work on this project has been completed.

The data listing below, a requirement of your acceptance of the project, is attached.

*Statement of Materials & Labor, Form PR 47 (3 copies)
Laboratory Materials Certification
Statement of Overruns and Underruns
Progress Estimate and Cost Report, Form E-498

*PR 47 submitted with request for project acceptance of I-405-8(22)304 covers this project and I-405-8(23)304

DLC:psp

cc: C. T. Keasey
R. Hacek
R. D. Church

7312

NOTED
H. S. COULTER

RECEIVED
STATE HWY ENGR
JAN 13 '77
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

1

REPORT OF SETTLEMENT OF CASES OTHER THAN CONDEMNATION

File: L- 7121

R-

To be submitted to Commission: January 18, 1977 Approved by Commission:

Name of Case: Donald M. Drake Co., et al v. State of Oregon County: Marion

Cause of Action: For breach of Contract (Fremont Bridge)

Demands of Plaintiff: $2,289,019.65

Settlement: $791,000.00

Contracts Nos. ~~7210~~ 7310, ~~7211~~ 7311, and ~~7212~~ 7312

REMARKS: This action grew out of the contract to construct the East approach to the Fremont Bridge in Portland. During construction, a major failure of the inorganic zinc primer coat resulted in major repair costs and has a substantial impact on other phases of the work. The contractor also encountered major problems in applying the vinyl topcoat due to bubbling and pinholing. The contractor changed to a vinyl from a different supplier. The problems with vinyl also delayed and impacted other phases of the work.

Two other major problems affected the work. It was necessary to redesign certain Ring Girders during progress of the work. Similar problems caused redesign of the expansion joints. These delays also impacted other phases of the work.

After a lengthy examination of the facts, including an extensive examination of the contractor files and records; a thorough review of the pertinent legal principals; an analysis of the contractor's claimed extra costs and prolonged negotiation with the contractor and his attorneys' we have reached a settlement of $791,00.00. This is subject to the approval of the Federal Highway Administration.

(See the legal file for a detailed justification of settlement and analysis of the contractor's costs.)

Leslie B Hampton
Signed

Walter L Barrie
Assistant Attorney General
and Counsel

cc: File
Walter L. Barrie
L. B. Hampton
[illegible]
[illegible]
H. S. Coulter
R. W. Ellison

NOTED
H. S. COULTER

JAN 13'77
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

REPORT OF SETTLEMENT OF CASES OTHER THAN CONDEMNATION

File: L- 7121

R-

To be submitted to Commission: January 18, 1977 Approved by Commission:

Name of Case: Donald M. Drake Co., et al v. State of Oregon County: Marion

Cause of Action: For breach of Contract (Fremont Bridge)

Demands of Plaintiff: $2,289,019.65

Settlement: $791,000.00

Contracts Nos. ~~7210~~ 7310, ~~7211~~ 7311, and ~~7212~~ 7312

REMARKS: This action grew out of the contract to construct the East approach to the Fremont Bridge in Portland. During construction, a major failure of the inorganic zinc primer coat resulted in major repair costs and has a substantial impact on other phases of the work. The contractor also encountered major problems in applying the vinyl topcoat due to bubbling and pinholing. The contractor changed to a vinyl from a different supplier. The problems with vinyl also delayed and impacted other phases of the work.

Two other major problems affected the work. It was necessary to redesign certain Ring Girders during progress of the work. Similar problems caused redesign of the expansion joints. These delays also impacted other phases of the work.

After a lengthy examination of the facts, including an extensive examination of the contractor files and records; a thorough review of the pertinent legal principals; an analysis of the contractor's claimed extra costs and prolonged negotiation with the contractor and his attorneys' we have reached a settlement of $791,00.00. This is subject to the approval of the Federal Highway Administration.

(See the legal file for a detailed justification of settlement and analysis of the contractor's costs.)

Leslie B Hampton
Signed

Walter L Barrie
Assistant Attorney General
and Counsel

cc: File
Walter L. Barrie
L. B. Hampton
~~XXXXXXXXXX~~
~~XXXXXXXXXXX~~
H. S. Coulter
R. W. Ellison
A. C. Harwood

7312 Form FHWA 121 (Rev. 5-73)

18

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

DATE: December 17, 1976

In reply refer to: 1041BR

SUBJECT: Oregon Project I-405-8(22)303
East Fremont Paint Claim

FROM : G. L. Green, Division Administrator

TO Mr. H. S. Coulter, State Highway Engineer

Mr. Hampton's letter of November 19, 1976 requested our review of the claim between Donald M. Drake Co., et al v. State of Oregon East Fremont Interchange Contracts 7210, 7211 and 7212.
7310 7311 7312

We have completed our review and find the entire settlement of $791,000 acceptable for federal participation.

Merry Christmas!

G L Green
G. L. Green

NOTED
E. S. HUNTER

cc Skoog
Keasey
Rulien
Briggs
Bothman
Region I
12-22-76

RECEIVED
STATE HWY ENGR
DEC 20 '76
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

cy Coulter
12-21-76

7312

LEE JOHNSON
ATTORNEY GENERAL

STATE OF OREGON
DEPARTMENT OF JUSTICE
SALEM, OREGON 97310

NOTED
H. S. COULTER

RECEIVED
STATE HWY ENGR
NOV 22 '76
REFER TO
FOR
Info Inves R/D D/R Sign Act File

November 19, 1976

Mr. Glen L. Green
Division Administrator
Federal Highway Administration
P.O. Box 300
Salem, Oregon 97310

Re: Donald M. Drake Co., et al v. State of Oregon
Marion County Case No. 88-330 (L-7121)
East Fremont Intch.
Contracts 7310, 7311, and 7312

Dear Mr. Green

We are pleased to advise you that the above-mentioned case has been settled with the plaintiff Drake-Willamette for a lump sum payment of $791,000 subject to the approval of the Federal Highway Administration. The settlement has the approval of the Oregon Highway Division, and is recommended to you by Attorney General Lee Johnson.

As you probably know, the plaintiff's complaint alleges their damages to be $2,289,019.65. This case has been subject to prolonged, extensive and detailed investigation and analysis. Negotiations with the contractors and their attorneys have also been prolonged and extensive.

Forwarded herewith, for your consideration is a legal memorandum and justification of settlement, with an attached claim analysis and justification by Allan C. Harwood, construction field engineer. Also enclosed is a copy of Drake-Willamette's revised and restructured claims, which was the basis of the final rounds of negotiation.

Under the terms of settlement, the state will be obligagated to pay interest on any portion of the settlement amount not paid to plaintiff on or before December 21, 1976. Please have the

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[illegible]
[illegible] I
11-23-76

proposed settlement reviewed at your earliest opportunity. We respectfully request your approval of the settlement for federal participation.

Sincerely

Leslie B. Hampton
Assistant Chief Trial Counsel

dlc
Enclosures

cc Honorable Lee Johnson
H. S. Coulter
Walter L. Barrie
A. C. Harwood

MEMORANDUM

In Support of Proposed Settlement

Donald M. Drake Co., et al v. State of Oregon
Marion County Case No. 88-330

This case was filed September 18, 1974. Defendant seeks $2,289,019.65 damages for alleged breach of contract and breach of warranty by the State of Oregon. The action grew out of the plaintiff's performance of Contract Nos. 7210, 7211, and 7212, entered into between the State of Oregon (Highway Division) and the plaintiff, a joint venture of the Donald M. Drake Co. and Willamette Western Corporation, two general contracting firms, hereinafter referred to as Drake-Willamette. Under the contracts totaling $23,985,192.00, Drake-Willamette was obligated to construct the East approaches to the Fremont Bridge in Portland, Oregon. The complaint is based on a formal claim submitted by Drake-Willamette on June 6, 1973. A revised and restructured claim was submitted in April, 1976.

After prolonged negotiations Drake-Willamette, represented by attorney Preston C. Hiefield, has agreed to accept in full settlement of their claims the lump sum of $791,000. Drake-Willamette also agreed to satisfy and pay the claims of all its subcontractors, suppliers, etc. and to indemnify, defend and hold the state harmless from such claims. The State has agreed to the settlement subject to the approval of the Federal Highway Administration.

Before presenting our recommendations in support of the settlement, we will review some of the pertinent facts.

The Fremont Bridge was constructed by three contractors. The center span was constructed by Murphy-Pacific. That contract has been finalized. This case involves the East approach which as mentioned above was constructed by Drake-Willamette.

The West approach was constructed by the joint venture of Andersen-Hannan. Andersen-Hannan filed claims very similar to those of Drake-Willamette, and filed a case seeking $1,295,071.15 damages. That has heretofore been settled for a lump sum payment of $429,000. Said settlement was approved by the Federal Highway Administration.

Drake-Willamette's complaint is based on four alleged sources of damage. The first, and most important source of claim is the alleged "deterioration to the inorganic primer on the interior and exterior of the steel girders." After erection of the steel and prior to the application of the vinyl topcoat, there was a substantial rust breakthrough failure of the primer coat. The contractors claim that they encountered substantial costs and delays occasioned by the repair of the primer coat.

The second source of claim involves the application of the vinyl topcoat. During the initial attempts to apply the vinyl, in October, 1970, a substantial problem was encountered because of the bubbling of the vinyl. The specifications required the vinyl to be applied in a single coat free of pinholes. This proved to be impossible without modification of the specifications. Experiments were made with the use of thinners and various application techniques. Eventually the contractor was authorized to apply the vinyl to the interior of the girders regardless of the bubbling to minimize the delay to the deck forming. Ultimately we switched from Enjay vinyl to a Carbolene product for the balance of the work.

The State paid for the direct cost of the tests and experiments and the switch to the more expensive Carbolene. However, the contractors claim that the substantial delay in solving the problem seriously impacted the paint application and other phases of the work. We have never seriously contested liability for the vinyl problem, but have contended that the impact was not as serious as the contractor claimed.

The third source of claim involve problems with certain of the ring girders. During the progress of the job, it was determined that there was a design problem that resulted in redesigning the ring girders. The State paid for the direct costs of the contractor, occasioned by said change. The contractors claim that the substantial delay because of the changes in the ring girder design impacted other areas of the work. We have never seriously contested liability for the ring girder problem, but have contended that the impact was not as serious as the contractor claimed.

The fourth area of claim involves the expansion joints. And here again there were design changes occasioned by a "noise problem" and also by an "elevation" problem. The State paid for the direct costs occasioned by the changes to the expansion joints. Once again, the contractor claims that the delays associated with the ring girder problems impacted other areas of the work. Here again we have never seriously contested liability, but have contended that the impact was not as serious as the contractor claimed.

We will not comment further on the "vinyl bubbling" and, "ring girder or expansion joint" problems where we acknowledged basic responsibility for the changes, but will hereafter discuss in detail the inorganic zinc failure problem.

Mr. Allan C. Harwood, construction field engineer (Bridge) who has had substantial experience both in bridge construction and in the analysis of construction claims, has devoted a substantial period of time to the analysis of the Drake-Willamette claim. He has reviewed and processed voluminous data. He has prepared a report analyzing and measuring the dollar impact of problems encountered during the work that are within the area of the State's responsibility. In that report he assessed to total dollar impact at $833,439. During his analysis he has had the assistance of other Highway staff personnel familiar with the work, such as, Robert Shotwell, the resident engineer, and Ed Hardt, regional engineer, who coordinated the three Fremont Bridge contracts in the field.

Assessment of said dollar impact was an engineering function. On the other hand, assessment of legal liability and the risks of trial is primarily a legal problem. In making this legal analysis, we have had the assistance of the mentioned and other Highway personnel. Said assessment of liability and risks has been made primarily by the undersigned, Attorney General Lee Johnson, who has been personally involved, John McLean, Assistant Attorney General, and John Leahy, Chief Trial Counsel. However, we have had support from other members of the Attorney General's staff.

Prior to discussing the liability question in detail, we will return to a discussion of the inorganic zinc primer failure and related problems. First the State contracted with Pittsburg Testing Laboratories, hereinafter called PTL, to inspect the fabrication and coating of the steel girders during the production of those members. During the progress of the work PTL issued weekly inspection reports covering painting and other phases of the work.

Drake-Willamette subcontracted said fabrication and coating of the steel to Canron Ltd. The steel girders were painted with an inorganic zinc primer by Canron in Vancouver, B. C. The work was done in a specially constructed building, where the girders were sandblasted and coated in a controlled environment. The plant was designed to allow curing of the primer inside the plant prior to exposing the girders to the weather.

Canron selected RB-191 manufactured by Enjay Chemical Co. (now Exxon Chemical Company), for the primer coat application. Production started in early August 1970. In late August and early September 1970, substantial problems were encountered in the application and cure of RB-191. Production virtually halted. At the request of Canron, the State consented to change to another inorganic zinc primer, RB-193. Enjay Chemical Co. certified that RB-193 "would provide equal or better corrosion protection than

RB-191." The State required a post-cure (acid accelerator) to insure that the RB-193 paint film would be as hard as RB-191.

The use of RB-193 apparently solved the production problems, or so it seemed at the time. Production resumed and a higher rate of production was soon obtained. The paint looked good at the time. The weekly reports of PTL indicated that the paint was being routinely and successfully applied. Although minor problems are discussed, the reports contain little if any criticism of the application techniques or the RB-193 product.

The reports neither forcast or detected the cause of the major paint failure subsequently discovered. Moreover, PTL attached green tags to all girders approved for shipment. Girders needing repairs to the painted surfaces or for other reasons were marked with a red tag. Usually these girders were not shipped until the repairs were completed. Unfortunately, almost all of the girders where the paint subsequently failed were "green tagged" and approved for shipment by PTL. Under the specifications, a sample of each batch of paint was submitted to the state for testing. Our paint laboratory approved each batch as meeting specifications.

As mentioned above, in February 1971, rust breakthrough of the primer was detected on the erected steel at the site in Portland. It soon became apparent that a substantial failure had occurred. All parties were very concerned with the problem. Various and sundry theories have been discussed by the engineers and officials involved and, by various consultants who have studied the problem. However, the specific cause or causes of the failure has never been satisfactorily identified, nor has the responsibility for the failure been pinpointed to this date.

The key to determining the legal liability for the damages occasioned by the paint failure lies in the specifications and determining whether they are "performance specifications" or "design specifications." Under "performance specifications" the contractor is simply told what the end results must be. The decision as to how to accomplish the work is left substantially to the contractor.

Under "design specifications" the contractor is told very specifically what is to be done and to a substantial degree how it is to be done. The contractor has few choices as to how the work is to be performed. He is directed to follow specific methods of construction and does not have the right to deviate from those methods. In the instant case, we have concluded that the specifications for the application of the inorganic zinc primer were "design specifications." (See the attached memorandum for a more detailed discussion of the law as it relates to design specifications versus performance specifications.)

The significance of having design specification is that the contractor is required only to perform the detailed steps required of him by the specifications. If these steps are properly performed, the contractor is not responsible for the failure of the specifications to achieve a satisfactory result. In the event of litigation, the contractor merely has to prove that he carried out the prescribed steps in accordance with the contract. The State then has the burden of proving the contractor did not perform in accordance with the specifications or was negligent in carrying out his work under the specifications and that the specific shortcomings of the contractor caused the damage to the work.

In this case we have little chance of making that proof. It is significant that following the discovery of the failure in February 1971, the Canron Plant was inspected by engineers, representatives and experts of:

The Oregon Highway Division
Pittsburg Testing Laboratories (PTL)
The Federal Highway Administration
The Enjay Chemical Company
The General Paint Company and
Canron, Ltd.'s own people and consultants

Except for a few relatively minor suggestions, none of the above experts or engineers could identify what had caused the problem or determine what, if anything, Canron had been doing wrong. None had substantial suggestions to solve the problem.

Another very significant provision of the specifications is the directive therein that Canron "follow the recommendations of the manufacturer in the application of the inorganic zinc primer." Here again, the contractor is required to follow said recommendations, but is not generally responsible for the consequences of bad advice from the manufacturer's representative.

Here the State having directed the contractor to follow that advice is responsible if the problems in fact originated from faulty advice from Enjay or General Paint, their local agent. We have speculated that said advice in some instances was not the best, but have never identified such advice as being responsible for the failure of the paint application.

As noted above, various experts have not been able to pinpoint the particular cause of the paint failure. The State and Canron jointly hired Mr. John Saroyan, a leading expert in this field, to answer specific questions relative to the application of the inorganic zinc paint and the failure thereof. He concluded that contaminants in the Portland atmosphere coupled with the rainy conditions in the winter months attacked the inorganic zinc primer. His ultimate conclusion was that the coating had been properly applied but that the environmental attack erroded the zinc at a much more rapid rate than normal. He also concluded that the basic cause of the problem was the failure of the specifications to provide for a seal coat to be applied over the primer at the plant.

If our only task were to disprove Mr. Saroyan's particular theory related to the Portland environment, we should prevail. The weight of the evidence and the published data does not support his conclusions, because the level of contaminants in Portland is relatively low and, we believe, could not cause such substantial deterioration to the zinc primer.

Unfortunately, in the event of litigation, Drake-Willamette would not have the burden of accounting for the specific cause of the failure. As noted above, the contractor merely has to prove that it followed the dictates of the design specifications as to the manner in which the zinc was to be applied and that it also followed the directions of the manufacturer, Enjay Chemical Co.

Based on a review of the facts and partially on the written and oral presentation of Mr. Saroyan, Leonard I. Lindas, then chief counsel for Highway, was prepared in 1973 to recommend that the State accept liability for the failure of the inorganic zinc application. He prepared a draft letter, dated March 12, 1973, and directed to Mr. Vernon D. Cusack, acting division engineer, Federal Highway Administration.

Said drafted letter was distributed to State Highway and Federal Highway administrators and engineers for discussion purposes. Due to doubts about the soundness of Mr. Saroyan's basic conclusions, related to the Portland environment, the exaggerated nature of the Andersen-Hannan and Drake-Willamette claims and to a lesser extent to the retirement of Mr. Lindas, it was decided not to admit liability at that time. A hindsight view demonstrates that Mr. Lindas' conclusions were valid.

Further progress toward settlement or litigation of these claims was delayed by the resignation from the Attorney General's staff of Mr. John Clough, to whom the defense had been assigned. He had spent several months becoming familiar with the facts. The claims were then assigned to John Leahy, Chief Trial Counsel. The undersigned was later directed to assist him.

It was decided that we should not finally admit or deny liability in either this or the West Fremont cases until we had examined the files and records of all of the general contractors and the files and records of Canron, Ltd. We also decided to employ an independent painting consultant to review all of the facts, make independent tests if necessary, and advise us as to the cause of the paint failure.

Obtaining and examining the mentioned information was a monumental task that took a long time. With the assistance of Highway personnel we examined all of those records, over 10,000 pages of documents were copied. We found little if any information to explain the cause of the paint failure or to implicate the contractor. Our conclusions from the survey of that data were that:

1. Canron appeared to be a substantial and competent construction firm.
2. Canron did its best to design a satisfactory paint application facility and tried to do a good job of fabricating and painting the girders.
3. Canron at the time was also mystified as to the cause of the failure, tried its best to determine the cause and also sought the advice of all concerned as to how their paint operation could be modified to solve the problem.
4. We probably could not demonstrate that Canron failed to follow painting procedures outlined in the specifications or failed to follow the directions given by the manufacturer's representatives.
5. We found nothing to prove negligence on the part of Canron in the paint application.
6. The Enjay Chemical Co. appeared to be as mystified as the other parties in determining the cause of the failure. The remedial measures they recommended appeared to be a trial and error approach to solving the problem.

We have received and analyzed the report of our consultant, Mr. Kenneth Tator. Based on a substantial review of the files and records and other data, and on his own testing program, he concluded that the most probable cause of the paint failure was the failure of the contractor to apply a sufficient quantity of the post-cure acid to portions of the girders. His conclusions appear to be logical and he probably has identified at least one of the causes if not the principle cause of the failure. Unfortunately, his opinion does little to support a defense of this case. As mentioned we cannot prove that Canron departed from the specifications in applying the accellerator or that Canron was not following the manufacturer's recommendations.

Directions from Enjay Chemical to Canron on the application of the post-cure acid were vague. Canron was instructed to apply that acid "in a mist coat" and to "thoroughly wet" the surfaces. We cannot prove that Canron did not do so. The viscosity of the post-cure is similar to water, and there is no way to subsequently directly measure the quantity applied. An inspector would have to observe 100% of the operation to estimate the quantity of the accellerator actually applied.

On the question of liability, we have concluded that this case is a "loser" for the State. We could present a relatively weak circumstantial case to a jury, but it would not be very convincing and we would probably be stuck with liability. Trying to fight liability from a weak position would probably result in a higher verdict on the damages. With the assistance of Mr. Lee Johnson, Attorney General, who has been directly involved in the negotiations and discussions, we concluded that the State would be assessed 100% of the liability, if the case was tried. We of course , did not communicate that conclusion to the Drake-Willamette attorneys. As mentioned, this case is a loser for the State on liability.

If the case is tried, we will probably admit liability. As mentioned the danger is that the jury in rejecting our claim would reject our opinions as to the extent of damages. Although damages are difficult to determine, we could prove that the Drake-Willamette claims are substantially exaggerated. Accepting 100% liability, Mr. Harwood's report on the damages more than justifies the settlement herein recommended.

As set out in Mr. Harwood's report, the impact from the State caused delays equals $833,439. This amount is $42,439 more than the $791,000 settlement amount. In my opinion the total amount of the settlement is justified because of Mr. Harwood's analysis and the following:

First, if the case is tried substantial portions of the claim would bear "pre-judgment interest." For example, the zinc repair costs of $179,680. Five year's interest on that item alone would be about $53,980. Similar interest would also be allowable on other claims where it could be demonstrated that the State should have paid a particular larger sum at a particular given time. The total prejudgment interest award would, we believe, be $75,000 to $100,000 or more.

This would be a very difficult and expensive case to defend. The added cost including the attorney and witness fees for preparation and trial would probably total $50,000-75,000. The trial and appellate court litigation could be extensive and prolonged. For example, residual portions of the Astoria Bridge litigation against DeLong are still active after 12 years of litigation.

There is another intangible justification for this settlement. That is the substantial risk of a large jury verdict. I feel we can demonstrate objectively that the contractor's claim is substantially too high. On the other hand, Mr. Harwood's evaluation or the contractor's version of the damages is based on many subjective judgments as well as objective facts. If a qualified witness for the contractor testified to $1,000,000 to $1,250,000 in damages, we would be hard pressed to objectively demonstrate that his opinion was incorrect or less valid than Mr. Harwood's opinion.

Another risk with a jury trial is that the jurors due to the complexity of the factual issues involved in the claim, would be confused, particularly if we were to defend on liability as well as damages. There is a substantial chance that the jury might not understand the evidence. It has been my experience that a jury, if confused on damages, tends to award a larger sum to a private party against the State.

In conclusion, we submit that the lump sum settlement of $791,000 is justified and in the best interest of the State and Federal governments. It is also less than the probable verdict, if this case is tried.

Dated: November _____, 1976.

LEE JOHNSON
Attorney General
JOHN LEAHY
Chief Trial Counsel

/s/ Leslie B. Hampton
LESLIE B. HAMPTON
Assistant Chief Trial Counsel

dlc
Attachment

LEGAL
MEMORANDUM

Design Specifications v. Performance Specifications

Donald M. Drake Co., et al v. State of Oregon
Marion County Case No. 88-330 (L-7122)

Based on the data and cases hereinafter discussed, I have concluded that the specifications for the application of the inorganic zinc primer and the vinyl topcoat used for coating the girders for the East Approach to the Fremont Bridge are design specifications.

In the memorandum in support of the proposed settlement to which this legal memo is attached, I defined and discussed generally the distinction between design and performance specifications.

In J. L. Simmons Co. v. United States, 412 F2d 1360 (Ct Cl 1969), the court discussed the distinction as follows:

> "The specifications, which were prepared by the defendant, are a classic example of 'design' specifications, and not 'performance' specifications. In other words, in these specifications, the defendant set forth in precise detail the materials to be employed and the manner in which the work was to be performed, and plaintiff was not privileged to deviate therefrom, but was required to follow them as one would a road map. In contract, typical 'performance' type specifications set forth an objective or standard to be achieved, and the successful bidder is expected to exercise his ingenuity in achieving that objective or standard of performance, selecting the means and assuming a corresponding responsibility for that selction." Id at 1362 (Footnote omitted).

As is often the case it is easier to define "design" and "performance" specifications than it is to determine in a particular case whether the specifications fall into one category or the other. In Kansas Turnpike Authority v. Abramson, 275 F2d 711 (10th Cir 1960), the court discussed that problem at 713 as follows:

> ". . . Whether ours is an 'end result' contract or a 'specified manner and method' one depends of course upon the intention of the parties, to be gathered from its text and context: Construction by classification or categorization is rendered

> difficult, if not impossible, by the fact that contracts like ours call for an end result according to specifications. And so, in the last analysis, we must look to the contract by the whole of its parts to determine whether the parties actually intended to provide compensation for extra work required to be done through the fault of no one . . . ."

The court uses the terms "end result" and "specified manner and method" in lieu of "performance" and "design" specifications. However, the test used for categorizing the specifications for a particular job is logical. We will hereinafter examine our specifications in this case utilizing that test to categorize them.

However, prior to that examination, it is necessary to consider another legal guideline. When the owner issues specifications particularly design specifications, there is an implied warranty that if the contractor faithfully follows the specifications that a satisfactory result will be obtained. One of the lead cases discussing that theory of law is J. D. Hedin Construction Co. v. United States, 347 F2d 235 (Ct Cl 1965).

> "It is well settled that where the government orders a structure to be built, and in so doing prepares the project's specifications prescribing the character, dimension, and location of the construction work, the government implicitly warrants nothing else appearing, that if the specifications are complied with, satisfactory performance will result. [Citations omitted] . . . 'This implied warranty is not overcome by the general clauses requiring the contractor to examine the site, to check up the plans, and to assume responsibility for the work until completion and acceptance.' [Citation omitted] . . ."

The Hedin cases cited as authority United States v. Spearin, 248 US 132, 39 S Ct 59, 63 L Ed 166 (1918). This is the leading United States Supreme Court case that originated or at least solidified the quoted "implied warranty" doctrine. The Oregon Supreme Court has specifically adopted the above "implied warranty" doctrine. A. H. Barbour & Son, Inc. v. Highway Comm., 248 Or 247, 433 P2d 817 (1967); Savage v. Kiewit Sons' Co., 249 Or 147, 154, 432 P2d 519 (1967).

We turn now to an examination of the specifications incorporated into this contract, specifically the specifications relative to the inorganic zinc primer and the vinyl topcoat.

This contract was let in 1969 and therefore is governed by the 1964 edition of the Highway Division "standard specifications." However, Section 414 thereof, "Painting New Metal Surfaces" was deleted in its entirety and in its place was substituted "The Steel Structures Painting Manual, Volume 2, Systems and Specifications, Second Edition." This document becomes in effect Section 414 of the Standard Specifications. However, in turn special provisions modified the steel structures painting manual in certain respects and also adopted by reference a number of additional military and federal specifications. As a result, all of the following specifications must be considered:

1. Standard Specifications (1964 Ed), except Section 414.

2. Steel Structures Painting Manual, Volume 2, Systems and Specifications, except as explicitly modified by the Special Provisions, entire SSPC, Vol. 2 was adopted, but including any documents which are by reference made a part of Volume 2.

3. Special Provisions of the contract, new Section 414, "Inorganic Zinc Silicate-Vinyl Coating."

4. The recommendations of the paint manufacturer.

5. The following military specifications:

MIL-P-23236 (ships)	Paint Coat Systems, Steel Ship Tank, Fuel and Salt Water Ballast
MIL-A-15206A	Aluminum Stearate
MIL-S-15191A	Diatomacious Silicate

6. The following federal specifications:

TT-P-350b	Pigment, Lampblack Dry
TT-P-343	Pigment, Carbon-Black, Dry
TT-P-846b	Butyl Alcohol: Normal (for use in organic coatings)
TT-E-776b	Ethylene Glycol Monobutyl Ether (for use in organic coating)
TT-E-781b	Ethylene Glycol Monoethyl Ether, Technical
TT-I-735d	Isopropyl Alcohol, Technical
TT-P-403a	Pigment, Magnesium-Silicate, Dry
TT-P-460	Pigment, Zinc-Dust (Metallic Zinc Powder), Dry
TT-M-268b	Methyl, Isobutyl Ketone (for use in organic coatings)
TT-R-191d	Red Lead, Dry and Paste-In-Oil, Type L Grade 97% Red Lead
TT-P-442	Pigment, Titanium-Dioxide, Type 3, Grade B (Rutile Non-Chalking Type)

TT-T-548c	Toluene, Technical
TT-P-458a	Pigment, Yellow-Iron-Oxide
TT-X916b	Xylene (for use in organic coatings)
	Federal Test Method Standard 141

It is easy to list the many items which are incorporated as part of the specifications. It is not easy to correlate the items and determine their relative priority. A complicating factor is the requirements in the specifications that the contractor in applying the inorganic zinc primer "follow the recommendations of the manufacturer." What if the manufacturer's recommendation varies from the special provisions or one of the specifications incorporated by reference? Although the contract is ambiguous, it is probable that the intent of the parties is to make the manufacturer's recommendations paramount.

In that connection the Steel Structure Painting Manual in referring to zinc primers, states:

> ". . . Therefore, adequate instructions from the manufacturer are essential and must be closely followed to obtain best performance from these coatings.
>
> ". . . .
>
> ". . . the importance of obtaining and following manufacturer's recommendations cannot be overemphasized." SSPC-PS 12-64P

On the job, many of Canron's activities in preparing the surface and applying the coating were guided by the recommendations of Enjay Chemical Co., the manufacturer.

The specifications controlled the painting subcontractor Canron in considerable detail in (1) the selection and approval of the paint manufacturer; (2) approval of the paint itself; and (3) the application and inspection procedures for preparing the surface and applying the paint.

Canron in selecting the manufacturer, had to find a coating that conformed to the following:

> "1. It had to be listed in the qualified products list QPL-23236-21 of products qualified under military specifications MIL-P-23236 (Ships), type I, class 3.
>
> "2. It has to be wholly inorganic.

"3. It had to be self-curing.

"4. It had to be a two-component type consisting of a pigment component and a liquid component.

"5. The composition of the coating had to allow the applier to achieve a 3-mill dry film thickness with a single coat application.

"6. The mixed paint had to contain zinc pigment of not less than 85% by weight of the total non-volitile content.

"7. The zinc dust pigment had to be type I regular, meeting federal specification TT-P-460.

"8. The manufacturer had to furnish case histories substantiating satisfactory performance of the product under specific conditions for at least three years.

"9. The zinc primer manufacturer had to be able to furnish a specified vinyl paint that was compatible with the zinc primer.

10. The manufacturer had to be able to furnish to the paint applier a qualified "technical advisor."

The paint under the special provisions had to pass physical tests. The manufacturer had to conduct and certify to the State certain tests performed and supply to the State test panels under definite prescribed conditions. Enjay Chemical performed the tests and submitted the proofs including the test panels to the State. The State approved said documentation and proofs.

Relative to approval, the special provisions provided that "final acceptance" will be based on test reports of samples obtained after delivery of the paint materials. As mentioned in the memorandum to which this document is attached, the State approved in writing a sample from each and every batch of paint used on the job. So far it seems obvious that the contractor had few if any options in selecting the paint to be used on the job. Moreover, no one has theorized or demonstrated that the paint itself was the cause of the problem on the job.

Turning to the application of the paint, first the requirements for surface preparation, (sand blasting) were very detailed. The applier was required to meet the requirements of Steel Structural Painting Manual, Chapter SP-563, "White Metal Blast Cleaning." He was also directed to follow the manufacturer's recommendations. The specifications were very specific with regard to the permissible blast-cleaning methods, the brushing and cleaning after blasting, the removal of water and oil from the compressed air used for blasting, the maximum time between blasting and paint application, the inspection of the surfaces after blasting for oil and grease smudges and the matter of removing the same, the height of the profile of the anchor pattern, and the final provision that the surface just prior to the primer was to visually match the appropriate Sa-3 plate SSPC pictorial surface preparation standards.

The depth of the blast profile was specifically described. SSPC SP 563 specified the maximum particle sizes for use with the various blasting methods. Canron found that the profile requirement could not be attained without modification of the blasting mix. Paragraph 2.2, SSPC-PS 12-64 P referring to blast-cleaning states:

> ". . . Instructions from the manufacturer are essential and must be closely followed. . . ."

Canron has contended that when the problems developed they consulted with Enjay Chemical Co. and were directed to follow a particular blasting program by the manufacturer's recommendation. The manufacturer's recommendations probably controlled where there were conflicts in the specifications. In any event, none of the State's engineers or experts or the inspectors and engineers of PTL ever identified the blast-cleaning as being the cause of the paint failure. The PTL reports mention routine blasting deficiencies and the correction thereof, but do not mention major problems with the sandblasting.

The application of the paint was also rigidly controlled by the specifications. SSPC Manual, Volume 2 and the Federal and Military Specifications incorporated total hundreds of pages and dictate in minute detail every step of the painting process from the manufacturing methods through the shop application methods and the means for measurement, inspection and approval of the paint film.

In addition, Enjay Chemical Company held seminars in the application of the paint for Canron employes and representatives of the State and PTL. Enjay Chemical Company during the progress of the job, from time to time issued written directives on various aspects of the paint application.

Summarizing some of the detail from the specifications, the manufacturer had to ship paint in containers of a specified size. The nature of the on-the-job storage area was detailed. The order of use of the stored paint containers was specified. The batches of paint had to be labeled in a particular manner. The paint applicator was instructed to follow the manufacturer's recommendations in the method of mixing the paint. In addition, the specifications provided for the type of mixing pot to be used, including the type and length of the stirring paddle and the type and mesh of the strainer to be used after mixing.

The type of the spray gun was prescribed, the type of the paint pot was detailed and the elevation of the paint pot related to the elevation of the spray gun was set out.

The minimum temperature of the surface of the steel and the minimum temperature of the paint was specified. The minimum temperature and the relative humidity to be maintained in the paint shop was specified, as well as the minimum and maximum air velocity within the shop.

The detailed directives covering spraying included procedures covering overlap, the angle of the spray gun to the surface, and the distance of the gun from the surface. Methods of handling the sags and runs was also specified.

From the foregoing it is clear that Canron had little if any control over the materials used, the equipment employed or the techniques of application. Also it is important to recall that all of the painting was observed by PTL inspectors on a day-to-day basis.

CONCLUSION

Sometimes it is difficult to locate the dividing line between design and performance specifications. On the other hand, a detailed review of specifications often discloses that specifications for a particular job operation are clearly within one area or the other.

In this case, it seems clear that the inorganic zinc plant selection and application specifications are clearly design specifications. Moreover, the State in issuing the same impliedly warranted that if the contractor followed the specifications that a satisfactory result would be obtained. Consequently, if the contractor is to be charged with liability for the paint failure; the State has the burden of proving specific causes of the paint failure; specific negligence or violation of the specifications by the contractor and that said violations of the specifications caused the failure.

Dated: November _____, 1976.

LEE JOHNSON
Attorney General
JOHN LEAHY
Chief Trial Counsel

/s/ Leslie B. Hampton
LESLIE B. HAMPTON
Assistant Chief Trial Counsel

dlc

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION
INTER-OFFICE CORRESPONDENCE
Salem, OR

FILE:

November 18, 1976

Allan Harwood

FROM: A. C. Harwood
Construction Field Engineer

SUBJECT: East Fremont Claim Analysis

TO: Les Hampton
Asst. Attorney General

Herewith report on my analysis of the claim for additional compensation presented by Drake-Willamette, Joint Venture contractor on the East Fremont project.

The claim is the result of problems with the paint system and design and specification deficiencies. During the period the additional costs claimed were incurred, I had no involvement with the project. Conclusions incorporated in my report are the result of a review and investigation carried out after completion of the project. In my analysis I have first attempted to identify which of the problems cited in the claim were the responsibilities of the State, then the costs which were greater than they would have been but for those problems. My assumptions as to the State's liability for the various cited problems were the result of many hours of review of the contract job records, contract plans and specifications, and numerous meetings with State and contractor personnel involved in the construction of the project; consultants engaged to analyze paint problems; yourself; Jack McLean and Attorney General Lee Johnson. My findings as to additional costs attributable to the problems for which the State is responsible or shares in the responsibility are the result of numerous sessions with the contractor, subcontractors, State personnel, consultants retained by the contractor, and many hours of review of State and contractor records of the project.

The first part of my report is a general discussion of the problems which form the basis of the claim and the results of my analysis as to the State's responsibility for each of the claim items. In the next section, I have determined what, in my judgment, were the excess contractor's costs for each of the areas where I recognized possible State responsibility, and the State's portion for those costs.

Costs claimed by the contractor are the result of loss in efficiency in performing contract items of work which, in addition to increasing the direct labor costs, extended the period of ownership and operation for equipment and extended the period job overhead costs were being incurred. Also claimed are the direct costs for repair of the zinc primer. Subcontractors claims are for continuing overhead, uncompensated extra work, second season mobilization costs, loss in efficiency, and other expenses resulting from the paint problems.

Also enclosed is a copy of the contractor's claim.

ACH:mk

Attach.

EAST FREMONT BRIDGE CLAIM ANALYSIS

Basis of Claim:

The contractor claims the following items resulted in uncompensated direct costs for added work, increased costs for accomplishing contract work, additional overhead expenses due to prolonging the project and escalation of costs due to delaying performance of contract work.

A. Problem with rust breaking through zinc primer.

B. Problems with vinyl paint application over the zinc primer.

C. Revision in the ring girders.

D. Revisions in the expansion joints.

E. Necessity for application of vinyl in advance of concrete deck construction.

F. A deck pouring procedure requiring steel to be erected 3 spans ahead of deck pouring.

A & B. Rust Break Through, Zinc Primer and Problems with Vinyl Application Over the Primer.

Recognizing some probable liability, contractor added expenses attributable to these two items have been determined.

Paint problems caused delay to commencement of productive deck forming work. Repairs to the zinc interfered with deck forming work for an extended period of time. Even into the spring of 1972 forming of large sections of the deck could not be completed due to paint delays which could be traced back to zinc and vinyl problems.

Additional costs claimed by the contractor for vinyl and zinc problems consist of direct costs for repair work, costs due to prolonging the work, and increased costs in performing contract work. The contractor did perform considerable repair work for which he was not compensated. Conflicts between painting and deck forming work did exist through much of the forming operation resulting in inefficiencies in the deck forming and subsequent operations as well as extensive delays.

C. Revision in Ring Girders.

Revision in the ring girders was necessitated by design deficiencies. The contractor was compensated for direct costs involved in the revisions but now claims these revisions resulted in added costs due to loss in production and prolonging of contract work.

C. Revision in Ring Girders (Con't.)

The State is responsible for added costs identifiable as resulting from the revisions. Ring girder revisions did prolong the structural steel erection and did create inefficiencies for which compensation for extra work did not cover.

D. Expansion Joint Revisions:

Revisions of the expansion joints were made due to deficiencies in the original design. The revisions delayed delivery of the joints to the project thus necessitating their installation as a separate operation. The joints not being in place resulted in increased bridging across the openings left in the deck for the joint and the length of time the bridging had to remain in place.

Actual costs for the joint revisions were paid as extra work. The contractor was not compensated for added installation or bridging costs.

E. Application of Vinyl in Advance of Concrete Deck Construction:

The application of the vinyl in advance of the deck forming operation was allowed contrary to specifications as mutually advantageous to the contractor and the State. While the cost of some items of work increased as a result of this change, other items decreased. In my judgment, the State is not responsible for any added costs and it is very questionable that overall the cost was increased by applying the vinyl in advance of the deck construction. This is not considered a valid claim item.

F. Deck Pouring Procedure:

No claim is made for added costs due to the deck pouring procedure required of the contractor. I agree with Mr. Nourse's analysis the procedure required had little if any affect on the contractors operation. In addition I cannot recognize any costs resulting from the deck pouring procedure as the State's responsibility.

Also included in the claim are costs incurred in preparation of the claim. Included are legal fees and claim preparation costs. Allowance of these costs is consedered a legal question and is not within the scope of this analysis.

EAST FREMONT BRIDGE CLAIM - COST ANALYSIS

PAINT - ZINC AND VINYL PROBLEMS

The first eight items are increased labor costs for contract work impacted by paint problems. To arrive at the added costs for the first seven items the contractor compares performance during a relative unaffected period with the performance during the periods work was impacted. He claims that even during the favorable periods he would have done better "but for" the impacting factors.

The relatively unimpacted period, referred to as the "yardstick" period selected by the contractor as a performance indicator was from July 18, 1971 to October 17, 1971. Review of data for this period revealed an error in costs reported for the week ending October 17 so the period was extended to October 24, 1971.

In my opinion the assumed 5% loss in productivity attributable to paint problems during the yardstick period is not justified and is not allowed in my calculations.

With these adjustments I can accept the contractor's approach to determining losses as reasonable and accurate.

Deck Forming — Claimed $ 173,751

In addition to the prior previously mentioned adjustments the impact period and quantity of impacted work was reduced.

Allowed $ 88,937

Concrete Placement in Decks — Claimed $ 14,050

Same adjustments as made in deck forming.

Allowed $ 6,711

Deck - Wet Finish — Claimed $ 21,964

Same adjustments as made in deck forming.

Allowed $ 6,459

Deck Cure — Claimed $ 2,125

Same adjustments as made in deck forming.

Allowed $ 1,210

Clean Structural Steel — Claimed $ 56,421

This cost is claimed as due to application of vinyl ahead of deck work. Discussions revealed a portion of the costs was due to the long period of time some of the forms were in place awaiting completion of zinc repair work. Weathering of forms would increase cleaning costs. In discussions with the contractor I arrived at 40 man days as reasonable for the effort required to perform the added cleaning.

Allowed $ 2,282

Parapet Forming Claimed $ 38,112

Adjusted for yardstick period correction and not recognizing 5% loss in productivity during yardstick period.

Allowed $ 32,135

Concrete Placement in Parapet Claimed $ 3,911

Same adjustments as for forming.

Allowed $ 3,135

Parapet Finish Claimed $ 9,226

Same adjustments as for forming.

Allowed $ 3,236

The remaining items relate to time delay resulting from paint problems. The first 6 time related items are the result of the contract being extended. The extension of the contract resulted in equipment and operators, supervisors, office trailers, etc. on the project for a longer period of time. Also added expenses for utilities, overhead, materials were incurred. Drake, as the sponsor of the joint venture, incurred added home office overhead, in the form of payroll clerks, computer operation, other supervisory help, utility cost, etc. which must be recognized as increased due to the project being prolonged.

Specified time for completion of all work on the project was 755 calendar days. Time would have run out on or about October 21, 1971. Work on the project was essentially completed November 28, 1972, 13 months after planned completion date. Final cleanup was not completed until May 25, 1973, 19 months late. No liquidated damages were assessed as a result of the failure of the contractor to complete the project within the specified time. Of the 19 months work contract continued beyond the specified completion time, 8.16 months is claimed as due to delays for which the State is allegedly responsible.

Of the 8.16 months delay claimed I can recognize 5-1/2 months as due to paint problems. One month delay was incurred prior to May 1971 due to vinyl problems and investigation of the rust breakthrough of the zinc primer. The two weeks recognized as delay to the structural steel erection ran concurrently with the initial vinyl-zinc problem.

The 4-1/2 months which delay experienced after May is attributable to reduced production and delays resulting conflicts with the paint repair work.

As compensation for added costs incurred as a result of the delay the contractor claims expenses for the period of September 1, 1971 and May 5, 1972. After May 5, 1972 he indicates overhead expenses were winding down and were not representative of damages suffered.

All time related costs were reduced to reflect the expenses for 5-1/2 months rather than the 8.16 months claimed. Other adjustments were made in individual items as noted.

Equipment Operators	Claimed $ 69,312

Equipment operator costs claimed as due to ring girders was considered with ring girder analysis. Other equipment operators cost total 61,320. This amount is accurate for the 8.16 month delay claimed.

Allowed $ 41,332

Equipment — Claimed $ 340,978

Spliting out equipment costs due to ring girder revision reduces added paint caused equipment costs to 301,303. Operation of some items of equipment could not be verified and rates charged for some pieces of equipment were unacceptable.

Allowed $ 107,172

Overhead Expense Personnel — Claimed $ 68,140

Minor adjustment in costs was made for the 8.16 month period to reflect vacation credit.

Allowed $ 44,870

Material and Other Fixed Costs — Claimed $ 49,261

Several items were not allowed as additional costs due to paint problems.

Allowed $ 27,285

General Conditions - Labor — Claimed $ 9,518

This is overhead nonsupervisory labor costs.

Allowed $ 6,391

Overhead Allocation — Claimed $ 305,184

This item as claimed is a pro rata amount of the total home office cost for Drake. Only a portion of these costs could be identified as directly related to the Fremont Bridge. Allowed for these home office overhead costs is $5,000/month for 5-1/2 months.

Allowed $ 27,500

The next two items are due to portions of the work being delayed so those portions had to be accomplished with higher priced (due to rate increases and inflation) labor and material costs.

Material Escalation — Claimed $ 6,738

Adjusted for the 5-1/2 month delay recognized.

Allowed $ 4,541

Labor Escalation — Claimed $ 11,054

Adjusted for the 5-1/2 month delay recognized.

Allowed $ 7,450

Zinc Primer Repair Costs

These are the direct costs incurred by the contractor in repairing areas where there was rust break through of the zinc primer. Very detailed records were kept by the State of these costs.

Inorganic zinc repairs paid Klaas	$177,487

Our records support more cost for this work than claimed.

Allow per State records	$179,680

Subcontractor and Material Supplier Claims

All subcontractor claims are attributed to the paint problem.

Canron

Claimed $ 223,799

Canron, steel supplier, has claimed unusual additional costs of $143,092.11 due to paint problems. The amounts claimed are portions of the time for regularly salaried people, consultant costs, anticipated legal fees and interest on monies retained by the contractor. They have lumped their costs for East and West side together and prorated the amount allotted to each contract in the same ratio as the dollar value of work they performed, 60.63% to this contract.

Items allowed:

Wages, salaries and expenses	$66,432.66 x .6063 =	$ 40,278
Consultant fees	$28,744.15 x .6063 =	$ 17,427
Miscellaneous	$ 665.00 x .6063 =	$ 403
		$ 63,919
Mark up		$ 5,811
Total		$ 63,919

Gilmore Steel Contractor

Claimed $156,019.92

Gilmore claims loss in productivity, extended supervision, field and shop labor escalation, material escalation, and equipment on the project beyond anticipated completion dates.

Items Allowed:

Efficiency loss	$ 6,894
Extended supervision	$ 10,250
Field Labor Escalation	$ 3,633
Shop Labor Escalation	$ 871
Rebar Escalation	$ 8,909
Equipment on job extended period	$ 9,551
	$ 40,108
Mark up 10%	$ 4,010
Total	$ 44,118

Klaas Bros.	$102,649
Klaas Bros. claim was revised to	$109,656

Includes wage escalation premium pay, overtime worked to minimize delays, subsistance for painters working on zinc repair, second year mobilization costs, extended supervision, mark up on paint purchased for extra work, equipment on project for extended period and unpaid extra work.

Items recognized:

Wage escalation	$ 5,164
Mobilization	$ 572
Extended supervision	$ 3,826
Mark up on vinyl	$ 3,237
Mobilization	$ 4,225
Unpaid billing force account work	$ 600
	$ 17,624
Mark up 10% *	$ 1,439
Total	$ 19,063

* Except on vinyl

RING GIRDER REVISION

The claim is that 2 weeks in time and effort of the steel erection crews were lost in erection of the structural steel as a result of revisions in the ring girder. Actual cost of making the revisions was paid as extra work; however additional moves resulting from revisions in erection sequence were not compensated nor were inefficiencies resulting by the performance of the extra work recognized.

My review indicates the 2 weeks claimed as lost production for the steel erection crew is conservative if anything. Additional time for completion of the project was allowed for ring girder revisions considerably in excess of the 2 weeks lost production claimed.

Contractor job records support the amount claimed for 2 week delay.

Cost items claimed:

Structural Steel Erection	$ 29,685

This amount represents labor costs for the steel erection crew for two weeks. Operators are not included.

Amount recommended $ 29,685

Equipment Operators (Struct. Steel)		$ 7,992

Labor costs for operating equipment used in steel erection.

	Amount recommended	$ 7,992
Equipment (Struct. Steel)		$ 39,675

Equipment costs attributable to 2 week delay at force account rates.

	Amount recommended	$ 39,675

EXPANSION JOINT REVISIONS

The contractor claims that revisions ordered by the State and paid for as extra work delayed delivery of the expansion joints resulting in out of sequence erection and additional costs for bridging access block outs left for the joints. The State is responsible for added erection costs and added bridging costs.

Expansion Joint Erection	Claimed	$ 36,714

Cost records support the amount claimed for installation of the joints. In my opinion, added labor cost claimed is high. However, there were added equipment costs which were not claimed and would more than offset any excess labor.

	Allowed as claimed	$ 36,714
Temporary Bridging	Claimed	$ 1,947

The contractor compares the bridging that would have been required with that actually required. In my judgment, the amount claimed is reasonable.

	Allowed as claimed	$ 1,947

APPLICATION OF VINYL AHEAD OF DECKING

Not recognized as a valid basis for a claim.

Clean Structural Steel	Claimed	$ 56,421

The portion of the increased cleaning costs attributable to application of vinyl ahead of the deck construction is not allowed. In discussion with the contractor it was brought out that some of the cleaning costs could be attributed to delays resulting from zinc primer problems. A portion of the claim is therefore reconsidered as a paint problem cost.

Claim Preparation Costs — Claimed $ 90,368

Costs claimed result from preparation of the claim and include legal fees, consultant fees, photo and assembly costs. No part of this item is considered to be within the scope of my analysis.

Allowed $ 0

CLAIM SUMMARY

ITEM	AMOUNT CLAIMED	ALLOWED	
Paint Problems - Includes vinyl coating and zinc primer problems.			
Deck forming	$ 173,751	$ 88,937	
Deck Pouring	14,050	6,711	
Deck Finish	21,964	6,459	
Deck Cure	2,125	1,210	
Parapet Forming	38,112	32,135	
Parapet Pouring	3,911	3,135	
Parapet Finish	9,226	3,236	
Clean Structural Steel	**	2,282	
** Claimed under application of vinyl ahead of deck construction.			
Equipment Operators	61,320	41,332	
Equipment	301,303	107,172	
Overhead	68,140	44,870	
Materials	49,261	27,285	
Labor - General Conditions	9,518	6,391	
Overhead allocation	305,184	27,500	
Material Escalation	6,738	4,541	
Labor Escalation	11,054	7,450	
Zinc Primer Repair	177,487	179,680	
Paint Total - Contractor			$590,326
Subcontractor Claims:			
Canron	$ 223,799	$ 63,919	
Klaas	102,649	19,063	
Gilmore	171,622	44,118	
Total Subcontractor			$127,100
Total Paint Items			$717,426
Ring Girder Revision			
Structural Steel Erection	$ 29,685	$ 29,685	
Equipment Operators (Struct. Steel)	7,992	7,992	
Equipment (Struct. Steel)	39,675	39,675	
Total - Ring Girder			$77,352
Expansion Joint Revisions			
Expansion Joint Erection	$ 36,714	$ 36,714	
Temporary Bridging	1,947	1,947	
Total Expansion Joint Revisions			$38,661
Application of Vinyl in Advance of Deck Construction			
Clean Str. Steel	$ 56,421	***	

*** Some allowed under paint problem.

ITEM	AMOUNT CLAIMED	ALLOWED
Deck Pouring Procedure		
No Claim	-----	-----
Claim Preparation	$ 90,368	$ -0-
Total Claim	$2,014,016	$833,439

7312

DATE: December 9, 1976

TO: Oregon Transportation Commission

FROM:
H. S. Coulter
State Highway Engineer

SUBJECT: Claim Settlement
East Fremont Interchange

Donald Drake-Willamette Western, joint venture contractors on the East Fremont Interchange project, filed suit against the State on September 18, 1974 in the amount of $2,289,199.55. The contractor claimed damages arising out of corrective work he was required to perform as the result of an apparent failure of the paint system to adequately protect the bridge and for resultant delays. Also claimed were damages resulting from delays to completion of the contract resulting from contract revisions ordered by the State.

The Fremont Bridge was constructed in three sections by three different contractors. The main span was constructed by Murphy-Pacific and produced no post-contract claims. The West Interchange, constructed by a joint venture of the H. A. Andersen Company and Hannan Bros. Construction Company, resulted in the filing of a suit by the contractor seeking $1,295,071.85 in damages. That case was settled for $429,000.

Construction of the East Interchange by Drake-Willamette was carried out under three separate contracts (Nos. 7310, 7311 and 7312) totaling $23,985,192.00.

After listening to reports on extensive review and testing carried out by State consultants and by Highway Division personnel, State legal counsel decided that because of the complexities of the project and our liability for portions of the contractor's allegations, the State would likely be held liable in court for a substantial part of the damages incurred by the contractor.

Extensive reviews of the contractor and State records were carried out in an effort to ascertain the extent of the damage suffered by the contractor. As a result of these reviews and negotiations in which Attorney General Lee Johnson personally took an active part, a settlement in the amount of $791,000 was agreed to.

The settlement is contingent on concurrence and participation by the Federal Highway Administration.

As of this date, the Federal Highway Administration reply has not been received; however, it is expected by December 21, the date of the Commission meeting.

Under terms of the proposed settlement, the State will be obligated to pay interest on any portion of the settlement amount not paid on or before December 21, 1976.

Settlement on the above basis is justified and believed to be in the State's best interest. Your concurrence is requested. This item will be on the agenda for your consideration at the December 21 meeting.

bc R. A. Burco
C. W. Head
F. B. Klaboe
E. S. Hunter
R. L. Schroeder
R. N. Bothman
Walt Hart, Region 1
Bob Ellison, Bridge
C. T. Keasey
V. E. Skoog
Walt Barrie
George Bell

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

FILE:

Salem, OR

December 9, 1976

FROM: A. C. Harwood
Construction Field Engineer

SUBJECT: Claim Settlement
East Fremont Interchange
Contracts 7310, 7311 & 7312

TO: H. S. Coulter
State Highway Engineer

The enclosed suggested draft of a report on settlement of the East Fremont Interchange project law suit is submitted for presentation to the Commission at their December 21, 1976 meeting.

Possibly Walt Barrie is also preparing a report so this may represent a duplication of effort. Also I am not sure of the status or need for Commission concurrence since the matter was handled by the Attorney General's office.

ACH:mk

Attach.

CEIVED
HWY ENGR
DEC 9 '76
REFER TO

7312 6

FORM E-30 (REV. 10-69)

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon

April 24, 1975

To: Mr. Marion Craft
Asst Metro Engr

SUBJECT: East & West Fremont Int.
Paint Claim

OFFICE

Next week (April 28- May 2) Mr. Charles Lobaugh and I are scheduled for another trip to Vancouver, BC. to hopefully complete the examination of Canron Ltd's records. This work is required by the current litigation now in progress on both the West and East Fremont Interchange projects. We would appreciate approval of OUT OF STATE EXPENSES for both of us for the following estimated amount:

Meals	$100
Lodging	200
Misc	20
	$320

We will travel with our attorney, Mr. Les Hampton, who will make the transportation arrangements.

J. D. Howard
John D. Howard
Resident Engineer

JDH:tla

cc: C. Lobaugh

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cy [illegible]
Filed ✓

RECEIVED
STATE HWY ENGR
APR 28 '75
REFER TO
FOR
Info Inves R/D D/R Sign Act File

Approved - Marion Craft
Metro Const Engr.
4-25-75

APPROVED
FB Klaboe
STATE HIGHWAY ENGINEER
DATE: 4-28-75

SP*32475-784

7312

LEE JOHNSON
ATTORNEY GENERAL

STATE OF OREGON
DEPARTMENT OF JUSTICE
SALEM, OREGON 97310

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October 29, 197~~5~~4

[illegible]
A. E. [illegible]

Mr. Kenneth Tater
Attorney at Law
2020 Montour Street
Coraopolis, Pa. 15108

Re: Freemont Bridge

Dear Mr. Tater

This will confirm previous telephone conversations with your office.

We expect you to arrive at Portland International Airport in the evening of November 3, 1974. You have a reservation at the Cosmopolitan Airtel at 6221 N.E. 82nd in Portland (telephone: 255-6511). The hotel is right near the airport, they have a shuttle service from the hotel to the airport. It will be necessary for you to call the Airtel when you arrive at the airport and it will take them about 10 minutes to send a car to pick you up.

The following morning Mr. Charles Lobough an assistant engineer with the Oregon State Highway Division will pick you up at your hotel at approximately 8:45 if that is convenient for you and drive you to Mr. Ed Hardt's office where Mr. Hampton and I will will meet with you.

Mr. Hampton and I are looking forward to meeting you and hope you have a pleasant trip to Oregon.

Sincerely

John Leahy
Chief Trial Counsel

mlm

cc: Ed Hardt
Al Johnson
Chuck Lobough

RECEIVED
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FOR
D/R Sign Act

#7312

LEE JOHNSON
ATTORNEY GENERAL

STATE OF OREGON
DEPARTMENT OF JUSTICE
SALEM, OREGON 97310

E. [illegible]

NOTED
H. S. COULTER

August 21, 1974

Union Pacific Railroad Company
1416 Dodge Street
Omaha, Nebraska 68179

Re: Bill No. 216908
Month's Account 4-1974
GB-81 Dept. No. 476
Amount: $799.55

Attention: R. D. Nikodym, Supervisor
Accounts Receivable

Dear Mr. Nikodym

In reply to your inquiry of July 8, 1974, please be advised that this work was done for the contractor on this job and would be one hundred percent payable by the contractor.

The contract was completed April 27, 1973, and was accepted July 5, 1973, and the final release of all retainage was made on August 2, 1973.

This was followed by a claim settlement on December 27, 1973. We were not aware that the Railroad had any outstanding bills and did not receive the first billing from you until April 8, 1974.

Inasmuch as we do not have any retainage left from this contract, and as the bill was submitted over a year after the contract was completed and about nine months after it was accepted by the Highway Division, there is no way that we can pay this bill.

I would suggest that you refer this bill directly to the contractor.

We are not in a position to make payments of bills which are delayed such as this one. It appears that the work was done

RECEIVED
AUG 22 1974
Office of
Assistant State Highway Engineer

in the Fall of 1973, and that the Railroad company was aware of the fact that the contract had been completed.

Perhaps some method should be worked out whereby the Railroad can advise the Highway Division of any outstanding billings they have on contracts so that retainage may be kept on hand to pay such claims.

Sincerely

Jack L. Sollis
Assistant Attorney General

gv
cc: H. S. Coulter
Richard J. Hacek
James E. Chidsey

7312

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

TOM McCALL
GOVERNOR

F. B. KLABOE
Administrator of Highways

May 22, 1974

Mr. Leslie B. Hampton
Assistant Chief Trial Counsel
100 State Office Building
Salem, OR 97310

NOTED
E. S. HUNTER

Dear Mr. Hampton:

Illumination of Pacific Railroad Yard
East Fremont Interchange
Stadium Freeway, Multnomah County
Contracts 7310, 7311, 7312

As requested, we have taken illumination readings after installation of two floodlights in the Union Pacific rail yard at the East Fremont site. Enclosed are two copies of drawing 25303 showing, in red, the points where readings were taken and a xerox listing of illumination levels at these various points.

Readings were taken at the five points between piers 13 and 14 since this was the area in question. The adequacy of the remainder of the site was agreed to at the December 14, 1972 meeting.

It is felt that this installation should answer the objections of Union Pacific regarding this location.

Very truly yours,
ORIGINAL SIGNED
WALTER J. HART
Walter J. Hart
Bridge Engineer

RMD:dh
Enclosures
cc E. S. Hunter
Jack Sollis
R. N. Bothman /w/ encl.
E. L. Hardt
Robert Shotwell
James Chidsey /w/ encl.
Robert M. Dixson

RECEIVED
MAY 28 1974
OFFICE OF
ASSISTANT STATE HIGHWAY ENGINEER

#7312

5

LEE JOHNSON
Attorney General

JAMES W. DURHAM
Deputy Attorney General

DEPARTMENT OF JUSTICE

TRIAL DIVISION
106 STATE OFFICE BUILDING
SALEM, OREGON 97310
TELEPHONE: (503) 378-6313

January 25, 1974

Mr. A. E. Johnson
Deputy State Highway Engineer
State Highway Building
Salem, OR 97310

RE: Contractor's Claim - East Fremont Interchange
and West Fremont Interchange

Dear Mr. Johnson

Attached please find a copy of my January 16, 1974, letter relating to these two claims. I evidently misunderstood Mr. Leahy's request on this matter and it is not necessary that all copies of the request for time extension on these contracts be gathered together and forwarded to him. If this project has not yet been completed it maybe terminated.

My misunderstanding of Mr. Leahy's instructions is because he was requesting a copy of the complete file relating to the time extension matters and not that he wanted all copies from the various offices collected. If you have any questions regarding this matter please do not hesitate to contact me.

Sincerely yours

Jack L. Sollis

Jack L. Sollis
Assistant Attorney General

NOTED
H.S. COULTER

JLS:clh
Attachment
cc: John Leahy

RECEIVED
STATE HWY ENGR
JAN 25 '74
REFER TO
Coulter
FOR
Info Inves R/D D/R Sign Act File

1-28-74
Kearney
TAH

-cy Kearney
Hall Hart
1-28-74

A. E.

xxxxxxxxxxxxxxxxxxxxx

408 State Highway Building

January 16, 1974

Mr. A. E. Johnson
Deputy State Highway Engineer
State Highway Building
Salem, Oregon 97310

Re: Contractor's Claim - East Fremont Interchange and
West Fremont Interchange

Dear Mr. Johnson

Mr. John Leahy, who is now handling these claims, has asked that all copies of the request by the Highway Division to the Federal Highway Administration for a time extension on both of these contracts be gathered together and forwarded to him. This would include all copies of the request from the contractor in any related correspondence.

Mr. Leahy does not want any copies of this information left in the Resident Engineer's office, Regional Engineer's office or any Administrative office here in Salem. He wants to have all copies in his file. In cases where it is necessary a memo should be placed in the file indicating that these have been sent to Mr. Leahy.

If you have any questions regarding this matter please do not hesitate to contact me.

Sincerely

LEE JOHNSON
Attorney General

Jack L. Sollis
Assistant Attorney General

JLS:hg

7312

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LEE JOHNSON
ATTORNEY GENERAL

JAMES W. DURHAM
DEPUTY ATTORNEY GENERAL

DEPARTMENT OF JUSTICE
TRIAL DIVISION
106 STATE OFFICE BUILDING
SALEM, OREGON 97310
TELEPHONE: (503) 378-6313

January 23, 1974

NOTED
R. E. JOHNSON

Mr. Preston C. Hiefield, Jr.
Attorney at Law
Boise Cascade Building
Portland, Oregon 97201

Re: Fremont Bridge Impact Claim of Drake Willamette J.V. on Contracts numbered 7310, 7311 and 7312.

Dear Mr. Heifield

For the purpose of clarifying OSHD's position on the above matter with regard to limitation of suits or action provision in Section 9-16 of the "Standard Specifications for Highway Construction 1964", you are notified that the above claim including the subcontractor claims included therein are rejected.

Sincerely

John Leahy
John Leahy
Chief Trial Counsel

am
cc: Norman Kobin
✓F. B. Klaboe
Walter Barrie
Richard Franzke

NOTED
F. B. KLABOE

cy - Coulter
Hall Hart
1-29-74

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STATE HWY ENGR
JAN 25 '74
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FOR

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January 22, 1974

Mr. John Leahy
Chief, Trial Section
Department of Justice
State Office Building
Salem, OR 97310

Dear Mr. Leahy:

Re: Contractor Claims

- yellow in #7310

For over a year negotiations have been carried on over a claim on the East and West Fremont Bridge projects. These negotiations have not been fruitful.

It is now requested that your Department take over and handle these cases for us. Our engineers will be instructed to work with you in any way you see fit.

Very truly yours,

F. B. Klaboe
Administrator and
State Highway Engineer

FBK:ms
cc Walt Barrie
bc A. E. Johnson
H. S. Coulter
W. J. Hart
Ed Hardt
C. T. Keasey
R. N. Bothman

7312

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LEE JOHNSON
ATTORNEY GENERAL

JAMES W. DURHAM
DEPUTY ATTORNEY GENERAL

DEPARTMENT OF JUSTICE
TRIAL DIVISION
XXXXXXXXXXXXXXXXXXXXXXXXX
SALEM, OREGON 97310
TELEPHONE: (503) 378-6313
408 State Highway Building

January 16, 1974

NOTED
A. E. JOHNSON

— original in #7310

Mr. A. E. Johnson
Deputy State Highway Engineer
State Highway Building
Salem, Oregon 97310

Re: Contractor's Claim - East Fremont Interchange and
West Fremont Interchange

Dear Mr. Johnson

Mr. John Leahy, who is now handling these claims, has asked that all copies of the request by the Highway Division to the Federal Highway Administration for a time extension on both of these contracts be gathered together and forwarded to him. This would include all copies of the request from the contractor in any related correspondence.

Mr. Leahy does not want any copies of this information left in the Resident Engineer's office, Regional Engineer's office or any Administrative office here in Salem. He wants to have all copies in his file. In cases where it is necessary a memo should be placed in the file indicating that these have been sent to Mr. Leahy.

If you have any questions regarding this matter please do not hesitate to contact me.

Sincerely

LEE JOHNSON
Attorney General

NOTED
F. A. KLABOE

Jack L. Sollis
Assistant Attorney General

JLS:hg.

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STATE HWY ENGR
JAN 17 '74
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FOR
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Cy- E.C. Heidt
Keasey
— GBK
1-18-74

7312

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LEE JOHNSON
ATTORNEY GENERAL

STATE OF OREGON
DEPARTMENT OF JUSTICE
PORTLAND, OREGON 97201

NOTED
A. E. JOHNSON

December 10, 1973

NOTED
A. E. JOHNSON

Pittsburgh Testing Laboratory
Portland Office
611 S.E. Harrison
Portland, Oregon

Attention: Donald Scott, Manager

Re: (1) Inspection Contract of September 30, 1969 Involving the West Fremont Interchange
(2) Inspection Contract of December 23, 1969 Involving the East Fremont Interchange

Gentlemen:

May we have a reply to our letter of November 9, 1973? That letter requested that you contact us concerning your company's potential liability on the above contracts and contained a formal demand of inspection of your records pertaining to your inspection of the process at Camron, Ltd.

It is within all of our interests that attempts be made to resolve this matter amicably. Therefore, your earliest attention to this request would be desirable.

If you have any questions concerning this matter, do not hesitate to give me a call or have your attorney contact me at the above address.

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STATE HWY ENGR
DEC 10 '73
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Sincerely,

JOHN H. CLOUGH
Assistant Attorney General

pjw

bcc: Walt Barrie
✓Al Johnson
Fred Klaboe
Ed Hardt

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12-73

7312

FREMONT BRIDGE COMPLEX PROJECT INFORMATION

PROJECT	CONTRACT NO.	CONTRACTOR	DATE AWARDED	DATE COMPL.	LENGTH (LANE FT.)	QUANTITIES STRUCT. STEEL (LBS.)	QUANTITIES CONCRETE (CY)	QUANTITIES REINFORCE. (LBS.)	ENGINEERING CONSULTANT	EXPENDITURES CONTRACT AMOUNT	EXPENDITURES TOTAL* AMOUNT	EXPENDITURES AMOUNT FOR ENGINEER CONSULT.
Fremont Bridge Pier Const.	7124	Peter Kiewit Sons' Co.	2-27-68	5-13-70	N/A	520,000	38,000	1,950,000	Parsons, Brinkerhoff, Quade & Douglas	3,957,623	4,188,200	Included in below
Fremont Bridge Superstructure	7276	Murphy-Pacific Enterprises	7-3-69	11-9-73	17,300	17,450,000	3,910	1,010,000	"	27,391,510	28,817,125	905,878**
West Fremont Interchange	7214	Anderson-Hannan	4-29-69	10-19-72	36,000	15,952,000	65,647	19,150,000	Howard, Needles, Tammen & Bergendoff	19,348,137	20,288,500	1,442,202
West Fremont Interchange (Unit 2)	7623	Drake-Willamette	8-26-71	5-5-73	Included in above	126,200	11,270	3,885,300	"	3,274,682	3,586,900	Included in above
East Fremont Interchange, Unit "A"	7310	Drake-Willamette	9-11-69	4-27-73	32,000	16,156,000	19,817	4,388,500	"	13,175,306	14,089,500	Included in above
East Fremont Interchange, Unit "B"	7311	Drake-Willamette	9-11-69	5-25-73	Included in above	8,740,800	15,725	2,989,400	"	9,026,940	9,450,000	Included in above
[illegible]t Fremont Interchange, Unit "C"	7312	Drake-Willamette	9-11-69	11-28-72	Included in above	352,500	8,252	2,712,000	"	2,058,970	2,160,000	Included in above
TOTALS					85,300	59,297,500	162,621	36,085,200		78,233,168	82,580,225	2,348,080

TOTAL COST FREMONT BRIDGE COMPLEX $84,928,305

* Includes Additional Anticipated Items, Contingencies, and Construction Engineering
** Includes investigation of in-service crack

NOTED
E. S. HUNTER

RECEIVED
DEC 3 1973
OFFICE OF
ASSISTANT STATE HIGHWAY ENGINEER

7312

5

November 30, 1973

Mr. R. E. Grant
Vice President - Construction
Donald M. Drake Company
1740 N. W. Flanders Street
Portland, OR 97209

Dear Mr. Grant:

In reply to your November 12 letter concerning the status of your impact claim submitted in connection with the East Fremont Interchange Project, we propose to meet with you to present our analysis of the claim in order to attempt to settle it without litigation.

A date of 9 a.m. on Friday, December 21 in Room 120 of the Highway Building in Salem has been proposed and this will confirm that date.

Very truly yours,

A. E. Johnson
Deputy State Highway Engineer

bc F. B. Klaboe
H. S. Coulter (enc.)
W. J. Hart
J. Clough "
Jack Sollis "
R. N. Bothman "
R. Shotwell "

ELH:ag ja

CONTRACTORS
DEVELOPERS

DONALD M. DRAKE COMPANY
1740 N. W. FLANDERS STREET • PORTLAND, OREGON 97209
INCORPORATED JANUARY 2, 1973

TELEPHONE (503) 226-3881

RECEIVED
STATE HWY ENGR
NOV 13 '73
REFER TO
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cy orig
FOR
Info | Inves | R/D | D/R | Sign | Act | File

November 12, 1973

Mr. Fred Klaboe, Administrator
and State Highway Engineer
Oregon State Highway Division
Highway Building
Salem, Oregon 97310

Dear Mr. Klaboe:

By letter dated October 9, 1973, I requested your consideration in granting us a meeting for the purpose of discussing our impact claim on the East Fremont project.

On October 10, we received your letter, stating our claim had no basis in fact and was, therefore, denied.

These two letters apparently crossed in the mail. However, your statement seemed to close the door to any avenue of resolving this matter except through litigation.

At a meeting between the Highway Department and Anderson-Hannan, who have a similar claim situation, we understand it was agreed that the litigation process should be avoided if possible, and that further discussion was in order.

As a result of these events, I am uncertain as to the current status of our situation. It seems a response to our letter of October 9 is appropriate, advising us of your intent if it is now different than stated in your letter of October 10.

May we hear from you at your earliest convenience so that we may proceed accordingly?

Very truly yours,

DONALD M. DRAKE COMPANY

R. E. Grant

R. E. Grant, Vice President
Construction

AEJ
Klaboe
cy

REG:br

RECEIVED
NOV 14 1973
BRIDGE DIVISION

7312

November 23, 1973

Schwartz & Dreifus
Attorneys at Law
5670 Wilshire Boulevard
Los Angeles, California 90036

Attention: Arnold M. Schwartz

Gentlemen:

This is in reply to your letter of November 19, 1973, concerning the Donald M. Drake Company and Willamette-Western Corporation Contracts in Multnomah County.

The completion and acceptance dates are as follows:

Contract No. 7310
Unit A
Completed April 27, 1973
Accepted July 5, 1973

Contract No. 7311
Unit B
Completed May 25, 1973
Accepted July 5, 1973

Contract No. 7312
Unit C
Completed November 28, 1972
Accepted February 2, 1973

Very truly yours,

C. W. Head, Manager
ADMINISTRATIVE SERVICES

CWH:ks

SCHWARTZ & DREIFUS
ATTORNEYS AT LAW

ARNOLD M. SCHWARTZ
JORDAN A. DREIFUS

5670 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90036
(213) 937-5311

CABLE ADDRESS: SCHWARD

November 19, 1973

Mr. Cecil W. Head, Manager
Administrative Services
Oregon State Highway Division
Highway Building
Salem, Oregon 97310

RE: East Fremont Interchange
Units A, B, and C

Dear Mr. Head:

This letter is written to you in confirmation of information given to me by telephone from your office on Friday, November 16, 1973. At that time, I placed a long distance call to your office, I found that you were away from the office, and in your absence I was given the following information:

Contract No. 7310 was completed and the date of completion is July 5, 1973.

Contract No. 7311 was also completed on July 5, 1973 and that said date is the date of actual completion of work.

Contract No. 7312 was completed February 2, 1973.

We will be relying on these dates in connection with our representation of one of the subcontractors of Drake-Willamette. Your records indicate that on September 28, 1973, you wrote to Klaas Bros., Inc. and advised them of the fact that the prime contractor was bonded by The Travellers Indemnity Company and by General Insurance Company of America.

In order that our record in this office, on behalf of Klaas Bros., Inc., is complete, we shall appreciate your issuing the appropriate certificate reflecting the effective completion dates or the three contracts. Please forward such a certificate directly to this office. If there is a charge for the certificate, please issue the certificate and your bill at the same time and forward them together. We will remit by return mail.

Your cooperation is much appreciated.

Yours very truly,

ARNOLD M. SCHWARTZ

AMS:sb

cc: Frank Klaas

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NOV 21 1973
HIGHWAY
ADMINISTRATIVE SERVICES

7312

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November 23, 1973

TO G. L. Green, Division Engineer
Federal Highway Administration

FROM
L. H. Young
Office Engineer

Federal-aid Project
No. I-405-8(24)304

SUBJECT Request Change Order Approval

Contract 7312, State Force Order No. 5

Project East Fremont Interchange, Unit C

Highway Stadium Freeway

County Multnomah

This order covers the installation of traffic lane buttons throughout the project. All work to be paid for under this order will be performed by the Traffic Marking Specialist Co., a company who has contracted with the State Maintenance for this type work throughout the state. As this work was not included in the contract and the contractor has completed his work, it is in the public interest to have this work performed by the maintenance contractor.

Copies of the Engineer's letter of explanation are attached.

The estimated cost of this work is $524.40 with Federal participation in the amount of $471.96. Reimbursement on a unit price basis is requested.

This work was tentatively recommended for approval by the Federal Highway Administration Area Engineer October 12, 1973.

Your approval as of October 12, 1973 is requested.

Attach.

[illegible]

7312

November 23, 1973

TO G. L. Green, Division Engineer
Federal Highway Administration

FROM L. E. Young
Office Engineer

Federal-aid Project
No. I-405-8(24)304

SUBJECT Request Change Order Approval

Contract 7312, State Force Order No. 6

Project East Fremont Interchange, Unit C

Highway Stadium Freeway

County Multnomah

This order covers the cost of permanent striping throughout the project. The contractor has completed his work and left the project. The state has the necessary special striping equipment and trained personnel to perform the work most economically.

Federal participation will be based on the agreed unit price for striping. The estimated cost of this work is $641.15 with Federal participation in the amount of $577.04. Reimbursement on an agreed unit price basis is requested.

This work was tentatively recommended for approval by the Federal Highway Administration Area Engineer October 12, 1973.

Your approval as of October 12, 1973 is requested.

Attach.

[illegible]:js

#7312

LEE JOHNSON
ATTORNEY GENERAL

STATE OF OREGON
DEPARTMENT OF JUSTICE
PORTLAND, OREGON 97201

RECEIVED
STATE HWY ENGR
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REFER TO
FOR
Info | Inves | R/D | D/R | File

November 9, 1973

Pittsburgh Testing Laboratory
Portland Office
611 S.E. Harrison
Portland, Oregon

Attention: Donald Scott, Manager

Re: (1) Inspection Contract of September 30, 1969
Involving the West Fremont Interchange
(2) Inspection Contract of December 23, 1969
Involving the East Fremont Interchange

Gentlemen:

This is to advise you that there may be potential liability of your company concerning its work done in inspecting the application of the zinc primer coating of steel girders at Canron, Ltd. in Vancouver, British Columbia.

The impact claims of Drake-Willamette and Anderson-Hannan joint ventures and Canron, Ltd. are being evaluated with the purpose of avoiding protracted litigation over the Fremont Bridge construction. Therefore, please forward this letter to your counsel or insurer and have them contact me at their earliest convenience so that they may be appraised of your company's potential liability and participate in settlement negotiations.

This letter is also to advise you that the State of Oregon, Highway Division, hereby makes formal demand upon you to make available for our inspection and copying all records pertaining to your inspection of the process at Canron, Ltd. pursuant to Section III, Paragraph 5 of your contracts as noted above.

Cy Coulter ✓
Keasey
Hart
Bothman
Cunningham
11-13-73

RECEIVED
NOV 13 1973
Office of
Assistant State Highway Engineer

Since it is necessary that you become involved and appraised of this situation as soon as possible, I would appreciate your earliest attention to this matter.

Sincerely,

JOHN H. CLOUGH
Assistant Attorney General

pjw
bcc: Walt Barrie
Al Johnson
Fred Klaboe
Ed Hardt

7312 5

1859

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

TOM McCALL
GOVERNOR

F. B. KLABOE
Administrator of Highways

October 10, 1973

Drake-Willamette
1740 NW Flanders Street
Portland, OR 97209

Gentlemen:

Your impact claim for $2,289,019.65 submitted on the East Fremont Interchange Project, contracts 7310, 7311, and 7312 has been analyzed and reviewed. This review indicates that there is no basis in fact for the claim and it is hereby rejected.

Very truly yours,

ORIGINAL SIGNED BY
F. B. KLABOE

F. B. Klaboe
Administrator and
State Highway Engineer

NOTED
A. E. JOHNSON

ELH:sh ✓ kmb
bc: ✓A. E. Johnson
Walt Hart
R. N. Bothman
Bob Shotwell
C. T. Keasey
Jack Sollis
Jack Clough, Assistant Attorney General
Department of Justice

CONTRACTORS
DEVELOPERS

DONALD M. DRAKE COMPANY
1740 N. W. FLANDERS STREET • PORTLAND, OREGON 97209
INCORPORATED JANUARY 2, 1973

TELEPHONE (503) 226-3991

October 9, 1973

Mr. F.B. Klaboe, Administrator
and State Highway Engineer
Oregon State Highway Division
Highway Building
Salem, Oregon 97310

Reference: East Fremont Interchange Impact Claim

Dear Mr. Klaboe:

On September 12, 1973, you advised us by letter that your review of subject claim was taking longer than you had anticipated, but that it would be concluded in two or three weeks.

We are concerned with the rate of progress of your review. In addition, through discussion with our subcontractor's counsel, Mr. Richard Franzke, it now seems your investigation could be proceeding in a new direction.

Since you have not responded further, we request a meeting in order for us to be fully appraised of the current status of our claim.

Because of his involvement relative to that part of our claim dealing with paint problems, we expect to have Canron's attorney, Mr. Franzke, in attendance if such a meeting can be arranged. We also anticipate inviting our own attorney, Mr. Hiefield, as well as Mr. Kobin, who represents Willamette-Western, to join us. On that basis, we naturally expect your own cousel will be present.

In considering commitments of those persons mentioned above, either Thursday or Friday, October 18 or 19, would be convenient. I will appreciate your advising me if your own schedule will permit a meeting on either of the above dates.

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Very truly yours,

DONALD M. DRAKE COMPANY

R.E. Grant.

R. E. Grant, Vice President
Construction

REG:br

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DONALD M. DRAKE COMPANY
1740 N.W. Flanders Street
Portland, Oregon 97206

WILLAMETTE-WESTERN CORPORATION
Foot of N. Portsmouth Avenue
Portland, Oregon 97203

DRAKE - WILLAMETTE JOINT VENTURERS
EAST FREMONT INTERCHANGE PROJECTS
1201 N. Loring Street
Portland, Oregon 97227

October 8, 1973

10-10-73 Cec Heads office has original see #7310

Oregon State Highway Division
Highway Building
Salem, Oregon 97310

Attn: C. W. Head, Mgr. - Administration Services

Ref: E. Fremont Interchange
O.S.H.D. Contracts No. 7310, 7311 & 7312
Klaas Bros., Inc. Claim of September 20, 1973

Gentlemen:

There appears to be several points which need clarification regarding the subject claim by Klaas Bros., Inc.

The $133,912.78 consists of the following items:

1.	Zinc Primer portion of major claim pending before the Oregon State Highway at this time.	$ 97,138.50
2.	Latex paint repair work in Contracts No. 7310 & 7311.	$ 14,733.75
3.	Unpaid open account work for Drake-Willamette Joint Venturer.	$ 4,509.47
4.	Retention unpaid.	$ 17,529.06
	Total	$133,910.78

The solution to Item 1, according to O.S.H.D. letter of September 12, 1973, was to have been handed down by the O.S.H.D. not later than September 26, 1973. Answer is still pending from the O.S.H.D. The latex paint repair claim was rejected by the O.S.H.D. by letter of September 12, 1973. Klaas Bros. Inc., was so notified. Frank Klaas requested an appeal to this problem and permission to appear before the Claims Review Board was requested on October 1, 1973. An answer to this appeal request has not yet been received.

Item 3, unpaid open account work for Drake Willamette Joint Venturer, has not been settled. The various items comprising this amount were not paid because they were beyond the scope of our contract with Klaas Bros., Inc. They are claiming costs which are fully deniable under that contract.

Russ gave a copy to Kleboe

Final~~s~~ Rentention has not been paid for two reasons, to wit:

1. There is a pending claim against Klaas Bros., Inc. by Mr. Wayne Kensington of 4910 S. W. 160th Avenue, Beaverton, Oregon 97005. This claim requests removal of latex paint from his 1969 - ½ ton International Pickup truck, Oregon License No. CCQ475, and repair to paint surfaces.

2. Klaas Bros., Inc. refuses to sign a lien waiver form. Definite procedures have been spelled out to Klaas Bros., Inc., whereby they may utilize our lien waiver forms.

Resolution of these 2 items by Klaas Bros. will permit immediate release of the retention amount.

At no time prior to receipt of the Klaas Bros., Inc. letter of September 20, 1973 to the Oregon State Highway Commission, has accrued interest been intimated or mentioned.

Please also note that there is a $2.00 error in the summation of figures contained in the aforesaid Klaas Bros., Inc. letter.

As you will also note, the bulk of the solution to the Klaas Bros. claim rests with the Oregon State Highway Department.

Please do all in your powers to expedite their resolutions of the zinc primer and latex repair portions of this claim.

Very truly yours,

DRAKE-WILLAMETTE JOINT VENTURERS

John R. Gray
Project Manager

JRG:db

..TED
.. HEAD

7312

s

FORM E-30

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

DATE October 2, 1973

TO Mr. A. E. Johnson
Deputy State Highway Engineer

Edward L Hardt

FROM Edward L. Hardt
Construction Field Engineer

SUBJECT Zinc Primer Failures
East and West Fremont Interchanges

One of the points which Canron raised in their presentation of the failure of the inorganic zinc primer on the Fremont approaches was the possibility that rust stain running off the top flanges of the girders may have contributed to the breakdown on the primer itself. We have looked at the breakdown with this in mind and have never been able to make a correlation, that is we have never found that the primer that had stain was anymore deteriorated than that without.

In order to put this item to rest completely, if that is possible, we would propose making a field test this coming winter of rust stain on Rust-Ban 193 Inorganic Zinc. We would do this by painting sections of plate, inclining them in the same fashion as the webs on the trapezoidal girders and then allowing a rusty plate to drain on them to simulate the actual girder condition. By means of paint thickness readings, we hope to be able to determine whether the rust staining could have had any effect on the primer failure on the projects.

If you concur in this experimentation, please advise and we will proceed.

ELH/ag

cc J. Howard
R. Shotwell
H. D. Mandrell
J. Clough
A. C. Harwood

Cy. Ed Hardt
Hunter
Coulter
Bothman

RECEIVED
STATE HWY ENGR
OCT 5 '73
REFER TO
FOR
Info Inves R/D D/R Sign Act File

APPROVED
A E Johnson
DEPUTY STATE HIGHWAY ENGINEER
Date 10-8-73

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OCT - 1 1973
CLAY MYERS
SECRETARY OF STATE

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OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

TOM McCALL
GOVERNOR

F. B. KLABOE
Administrator of Highways

September 28, 1973

NOTED ON CARD
10-2-73

Klaas Bros., Inc.
2012 Hyperion Avenue
Los Angeles, California 90027

Gentlemen:

This is to acknowledge your letter of September 20 informing us that Willamette-Western Constructors, a joint venture, owes you $133,912.78 plus interest for work, labor, services and materials.

From the description included in your letter, this appears to be in reference to Willamette River Constructors, Contracts Nos. 7310, 7311 and 7312, for work on the East Fremont Interchange, Units A, B, and C, Section of the Stadium Freeway in Multnomah County.

The Travelers Indemnity Company and General Insurance Company of America furnished the performance bond on these contracts. We will advise them of the receipt of your claim and we will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been satisfied.

Very truly yours,
ORIGINAL SIGNED
C. W. HEAD
C. W. Head, Manager
ADMINISTRATIVE SERVICES

cc Willamette River Constructors
The Travelers Indemnity Company
General Insurance Company of America
Hon. Clay Myers - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

KLAAS BROS. INC.
PAINTING CONTRACTORS

2012 HYPERION AVENUE
LOS ANGELES, CALIFORNIA 90027
661-1158

September 20, 1973

Oregon State Highway Commission
Salem, Oregon

Donald M. Drake Company, an Oregon Corporation, and
Willamette-Western Corporation, an Oregon Corporation,
in a Joint Venture known as Willamette-Western Constructors
1740 North West Flanders
Portland, Oregon 97209

General Insurance Company of America
Safeco Plaza
Seattle, Washington 98185
Attention: Surety Claims Manager
D. H. Purcell

The Travelers Indemnity Company
1 Tower Square
Hartford, Connecticut 06115

Re: State Highway Contracts Nos. 7310, 7311 and 7312
Unpaid Claims of Klaas Bros., Inc. as Painting Contractor

Gentlemen:

Notice is hereby given to you, and each of you, that the undersigned, Klaas Bros., Inc., claims for compensation for work, labor, materials, and services performed, furnished and supplied by it in performing the subcontract issued to it for painting and coating work under each of the above-noted prime contracts between the State Highway Commission and Donald M. Drake Company and Willamette-Western Corporation, a Joint Venture known as Willamette River Constructors and which joint venture issued the subcontract to the undersigned.

There is now due, owing and unpaid to the undersigned the sum of $133,912.78, together with accrued interest thereon. That sum is for, among other things, retention funds, unpaid extra work performed for the joint venture at its request, wage escalation, overtime compensation, mobilization compensation, subsistence expense, supervision expense, price differentials on materials, equipment costs, zinc repairs, force-account work, damages to cars due to concrete work, and concrete painting repairs. All the foregoing is for work, labor, services and materials performed, furnished and supplied at the request of Donald M. Drake Company, an Oregon corporation, and Willamette-Western Corporation, an Oregon corporation, in Joint Venture under the firm of Willamette River Constructors, for the performance of and used in that Joint Venture's work on the prime contracts mentioned above for construction of the East Fremont Bridge Interchange and related improvements at Portland, Oregon.

Klaas Bros., Inc., demands immediate payment of that sum of $133,912.78 from each and all of you.

Very truly yours,

KLAAS BROS., INC.

By Frank A. Klaas
Frank A. Klaas, President

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

I, Frank A. Klaas, hereby verify that all of the matters stated in the above letter are true.

Frank A. Klaas
Frank A. Klaas

Subscribed and sworn to this 20th day of September, 1973, before me a notary public in and for said State and County.

Arnold M. Schwartz
Arnold M. Schwartz

ARNOLD M. SCHWARTZ
My Commission Expires July 30, 1975

cc: The Travelers Indemnity Company
707 S.W. Washington Street
Portland, Oregon 97205

General Insurance Co. of America
1500 S.W. First Avenue
Portland, Oregon 97201

The Travelers Indemnity Company
3600 Wilshire Boulevard
Los Angeles, California

General Insurance Co. of Amer.
5455 Wilshire Boulevard
Suite 1806
Los Angeles, California 90036

RECEIVED
SEP 26 1973
HIGHWAY
ADMINISTRATIVE SERVICES

~~7310~~ 7312

S

FORM [illegible]

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

RECEIVED
SEP 17 1973
Office of
Assistant State Highway Engineer

NOTED
H. S. COULTER

DATE September 13, 1973

TO Memo to the File

ORIGINAL SIGNED
EDWARD L. HARDT

FROM Edward L. Hardt
Construction Field Engineer (Bridge)

SUBJECT East and West Fremont Interchanges

On September 11 a meeting was held in the small conference room from 8:30 a.m. to 11:30 a.m. to discuss the inorganic zinc paint failure on the Fremont approaches. Listed below are those who attended.

J. F. Koehler, Exxon Chemicals, Florham Park, New Jersey
J. Owen, Exxon Chemicals, Los Gatos, California
*Jack L. Sollis, Asst. Attorney General, Salem
*Jack Clough, Asst. Attorney General, Salem
*A. E. Johnson, Deputy Highway Engr., Salem
*H. S. Coulter, Asst. Hwy. Engr., Salem
Ed Hardt, Construction Field Engr., Salem
*John Howard, Resident Engr., Portland
*Dean Mandrell, Materials, Salem
*Walter J. Hart, Bridge Engineer, Salem
*R. E. Shotwell, Resident Engr., Portland
Charles Lobaugh, Asst. Res. Engr., Portland
C. T. Christianson, Area Engr., FHWA, Salem
R. W. Pillsbury, FHWA, Salem
*H. A. Schell, FHWA, Salem

* Received a copy of this memo

The purpose of the meeting was for Exxon Paint Co.'s representatives, principally Frank Koehler, to discuss with us their findings and feelings for the cause of the primer failure on the Fremont approaches. I had met earlier with Mr. Koehler and at that time he had said that Exxon was going to duplicate in their laboratory Portland's environment and perform tests to determine what the effect of this environment would be on Rust-Ban 193 paint.

Mr. Koehler opened the discussion by telling the group that his laboratory did not make the above-described test because they felt that the pollution levels which I had described to them earlier out of Canron's report to us were so low that there would be no purpose in duplicating these for a short-term lab test. He emphasized the point that he could not see how the Portland environment could in any way create the problem which we have had.

He passed around color photographs of ship interiors where their paint had been used successfully for a number of years and he mentioned that they had excellent results with the Alaska pipeline which had been painted with Rust-Ban 193. This is contrary to what we had been told by Canron and when queried about this, Mr. Keohler hung fast to his statement that there was nothing wrong with Exxon's paint on the Alaska pipeline. Attached to this memo is a page which Mr. Koehler passed around showing "major applications of Rust-Ban 193".

We talked considerably about the effect of acid cure and Mr. Koehler said that if the paint film had lost its gloss before the acid cure was applied, it was not likely that an excess of acid would cause a future deterioration of the paint film. This is contrary to what Saroyan had reported, that is, that excessive acid cure would cause a rapid primer breakdown.

Mr. Koehler listed three reasons which in his opinion could cause the kind of failure that we had experienced. 1) The anchor profile protrudes through the film (low film thickness). 2) The paint is contaminated with either shot residue which has remained on the steel after blasting or air-carried steel dust which has settled on the wet film. 3) The application of a dry film of paint creating a dry, dusty, porous surface.

I asked Mr. Koehler if he felt there was any merit in the contractor's claim that the rust stain deposited on the primer may have caused a breakdown of the primer itself. He said that he did not believe that this could have contributed to the problem. I also asked about the contractor's contention that if he had been allowed to apply a seal coat over the primer the problem would have been eliminated or at least lessened. Mr. Koehler said that if the primer had been applied and cured properly there would be no need to apply a seal—in our case, this would only have concealed a problem which would break out later. He agreed that my analogy that the seal coat was like a bandage, only concealing a problem, not curing it, was accurate.

The entire vein of Mr. Koehler's discussion with us was that the problem that we had experienced could not be attributed to the Portland environment so that more than likely the explanation lay in the procedures that were used in the painting plant. He said that his experience has been that in 99 out of 100 cases, problems with the inorganic zinc primer are traced back to application problems. He mentioned several times that this is a fine product if used properly but is very difficult to apply by people who are not used to working with it.

The meeting concluded with Mr. Koehler offering to give us any assistance that we might ask for.

ELH:dh

cc F. B. Klaboe

EXXON CHEMICALS

EXXON CHEMICAL COMPANY U.S.A.

P. O. Box 201, Florham Park, New Jersey 07932

SPECIALTIES DEPARTMENT
INDUSTRIAL COATINGS DIVISION
J. FRANKLIN KOEHLER
Manager-Marine and Export Sales

June 21, 1973

MAJOR APPLICATIONS OF RUST-BAN 193

A) 225 miles of the 48-inch diameter Alaska Pipeline was coated (exterior) with RUST-BAN 193 - and is giving satisfactory performance after over three years of service.

B) RUST-BAN 193 is extensively used in Japan as a plate primer for Japanese marine newconstruction projects. In addition the product has been widely used for protection of exterior surfaces of storage tanks throughout Southeast Asia and Australia.

C) RUST-BAN 193 is used for touch-up coating on all Esso VLCC construction in Europe...particularly in the cargo compartments where introduction of subsequent blasting operations would cause a severe contamination problem. In addition a number of large storage tanks in a French refinery were coated with this material about three years ago.

7312

5

September 12, 1973

Mr. R. E. Grant
Vice President - Construction
Donald M. Drake Company
1740 N. W. Flanders Street
Portland, OR 97209

Dear Mr. Grant:

Due to the complexity of your impact claim submitted for the East Fremont Interchange, our review has taken longer than anticipated.

We expect to complete this review in the next two weeks, and you will hear from us shortly thereafter.

Very truly yours,

F. B. Klaboe
Administrator and
State Highway Engineer

bc A. E. Johnson
W. J. Hart /w/att.
A. C. Harwood /w/ att.
Robert Shotwell /w/att.

ELH:dh ms

CONTRACTORS
DEVELOPERS

DONALD M. DRAKE COMPANY
1740 N. W. FLANDERS STREET • PORTLAND, OREGON 97209

TELEPHONE (503) 226-3951

August 30, 1973

Oregon State Highway Division
Highway Building
Salem, Oregon 97310

Attention: Mr. F. B. Klaboe, State Highway Engineer

Gentlemen:

On July 6, 1973, you advised us of your receipt of our impact claim for the East Fremont Interchange project, and that you expected to complete your review of the claim in approximately one month.

We will appreciate being advised as soon as possible the results of your review as well as your intentions relative to resolution of the claim.

Yours very truly,

DONALD M. DRAKE COMPANY

R E Grant

R. E. Grant
Vice President-Construction

REG:cm

a&J
R/D

RECEIVED
STATE HWY ENGR
AUG 31 73
REFER TO
Ed Hardt - Draft
FOR
Info | Inves | R/D | D/R | Sign | Act | File

7312

FORM [illegible]

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

DATE August 20, 1973

TO Mr. V. E. Skoog
Controller

Attn. Mr. R. J. Hacek

FROM

R. J. Wright
Bridge Office Engineer

SUBJECT Consultant Agreement
Fremont Bridge Approaches
Contracts 7214, 7310, 7311, 7312 and 7623

The consulting firm of Howard, Needles, Tammen & Bergendoff, has completed the engineering services for the design of the East and West Fremont Interchange structures. Their final invoice is attached. It has been checked and is hereby approved for payment.

RJW:dh
Attachment

cc A. E. Johnson
E. S. Hunter
R. N. Bothman

NOTED
E. S. HUNTER

RECEIVED
AUG 21 1973
OFFICE OF
ASSISTANT STATE HIGHWAY ENGINEER

7312

5

July 6, 1973

Drake-Willamette, Joint Venturers
1740 NW Flanders
Portland, OR 97209

Gentlemen:

This will acknowledge receipt of your impact claim for the East Fremont Interchange, Contract Nos. 7310, 7311, and 7312, which was received on June 7, 1973.

The claim is presently being reviewed. We expect our preliminary review will be completed in about a month, and we will advise you of our findings.

Very truly yours,

F. B. Klaboe
State Highway Engineer

bc A. E. Johnson
H. S. Coulter
Walter J. Hart
C. T. Keasey
Jack Sollis
R. N. Bothman
Robert Shotwell

ELH:fw ms

7312

June 28, 1973

TO Glen L. Green, Division Engineer
Federal Highway Administration

FROM
H. S. Coulter
Assistant State Highway Engineer

SUBJECT East Fremont Interchange
Contract Nos. 7310, 7311 and 7312

Latex paint applied to the concrete surfaces of the East Fremont Interchange has shown a tendency to peel. This was first noticed after the severe freeze in December 1972.

An investigation has revealed that the principal reason for the paint failure was the use of polyvinyl acetate paint rather than acrylic emulsion paint. Project specifications allow the use of either paint by the contractor. The polyvinyl acetate paint does not adhere as well to smooth concrete as acrylic emulsion paint and it has inferior elastic qualities.

Also, a film of cement dust was found under the peeled paint, which indicated the surface may have been inadequately wet down prior to application of the paint. For this reason, we have required the contractor to repaint the peeled areas at his expense. It is anticipated that the contractor will file a claim for the cost of repainting because our specifications allowed the use of either paint. This is a valid point and we may have trouble resisting a claim. With the repainting done, the contractor has complied with the specifications and we have accepted the project.

Through experience, local paint suppliers have found that acrylic paint is superior to polyvinyl acetate paint. This may be the reason similar problems have not occurred before with locally supplied paint. The paint supplier for this project was Enjay Chemical Corporation of Houston, Texas, and did not have the benefit of the local knowledge.

Polyvinyl acetate paint has since been removed from our specifications. This project was let under the 1964 edition of the Standard Specifications, and the specification for latex paint consisted of three mimeographed pages obtained from the Department of Finance and Administration.

It is expected that the painting as repaired and accepted will remain on the concrete surface. However, there is the possibility of large-scale failure of the latex paint in the future. If this occurs, we will program a contract for repainting and will request federal participation at that time. It is hoped this procedure meets with your approval.

ELH:fw/HSC:ia

bc F. B. Klaboe
A. E. Johnson
C. T. Keasey
W. J. Hart
R. N. Bothman
Robert Shotwell

7312

June 25, 1973

EAST FREMONT INTERCHANGE
CONTRACTS 7310, 7311, 7312

DISCUSSION OF CONTRACTOR'S "IMPACT CLAIM"

INTRODUCTION

The East Fremont contractor, Drake-Willamette, submitted to the OSHD on June 6, 1973, an "Impact Claim" amounting to $2,289,019.65. This claim has been given a preliminary review by the Metro Office, Resident Engineer Robert Shotwell and Ed Hardt. Following is an evaluation of this review.

DISCUSSION

The contractor has identified six "stumbling blocks" to normal construction progress that affected the East Fremont work. These are:

1. Structural steel delivery
2. Structural steel erection
3. Viny paint bubbling
4. Zinc primer deterioration
5. Ring girder revisions
6. Expansion joint revisions

He has assigned responsibility for these factors as follows: Items 1 and 2, contractor; Items 3, 4, 5 and 6, OSHD. He then goes on to identify portions of the work which were affected, both in magnitude and duration by these factors (See Exhibits A, B, C and D). This approach of calculating relative impacts of delay problems by multiplying the number of factors times the months of delay is dropped at this point and was apparently developed only to set the stage for what follows.

The contractor next calculates dollar amounts of his claim. This is broken into three parts: (1) Loss of Productivity; (2) General Condition Expense; and (3) Subcontractor's Claims.

Under Loss of Productivity, the contractor shows, by means of graphs, his "planned labor performance" and his "actual labor performance". The difference between these two then is the "loss of productivity". Presumably, the planned labor performance factors came off of his bidding calculations and the actual labor performance factors came off his job cost records. The loss in productivity in units of work per man hour divided into the total units of work then yields the total loss of productivity in man hours. This multiplied by the labor cost gives the total cost of the loss of productivity. By referring to graphs 1 - 10 and Table 1, the mechanics of this calculation can be followed. The total of all these costs is $704,089.97.

The next item, "General Condition Expense", is shown in Table II. The contractor appears to be saying that since the job was delayed about one year (original completion date October 20, 1971, final completion date late fall 1972) that all third year fixed expenses are claim items. There is no breakdown of these costs other than Table II so it is difficult to completely understand them. In general, they appear to be costs attributable to holding the project over into the third year. Included in Table II is an item of $173,283.69 for zinc primer repairs. This is the cost of repairing rust primer paid to the painting subcontractor.

The subcontractor's claims are presented in Table III. Canron is in for $233,971.90. This is composed of the cost of their investigation, interest on retainage ($98,598.00) and devaluation of retainage. Gilmore Steel Company, reinforcing bar subcontractors, are in for $156,020 based on delay and rescheduling of work costs. Their cost is calculated similarly to Drake-Willamette's using the "planned labor performance"approach. Klass Bros., painting subcontractor, is in for $93,316.86. Most of this is "third year delay costs".

ANALYSIS

The contractor has identified six "stumbling blocks"to normal construction progress. He has discarded the first two, which are his responsibility, as having no negative impact on the job progress. He has assumed that the other four, which he assigns to the OSHD, namely (1) vinyl paint bubbling, (2) primer deterioration, (3) ring girder revisions, and (4) expansion joint revisions, delayed the project into a third construction year. He contends this delay caused labor inefficiencies as well as extension of fixed costs.

The calculation of a claim by comparing the actual cost of the work with the anticipated cost prepared at the time of bid does not seem to be a valid basis. The proper approach would be to determine the difference in cost between the work as actually done and the cost of the work had not the "stumbling blocks"been present. For this reason, it is believed that the contractor has not presented this portion of the claim in an acceptable manner.

The second part of the claim is essentially overhead and fixed costs resulting from job delays. The OSHD has admitted responsibility for delays due to ring girder and expansion joint revisions by granting 210 workdays to the contractor based on these changes. Price Agreements and work orders totaling about $153,000 have been executed to compensate the contractor for the cost of these changes, but in his price quotes he reserved the right to claim "consequential costs"for the changes. A determination needs to be made as to whether these secondary costs are the basis of a valid claim.

The third part of the claim deals with subcontractors Canron, Gilmore and Klass. Canron's claim hinges on the State's analysis of the cause of the zinc primer breakdown. This analysis is not complete, but a preliminary evaluation indicates the problem originated with Canron's work which would negate their claim. Gilmore's claim follows Drake-Willamette's in that it is based on comparison at what actually happened compared to what the bidding estimator thought would happen. The validity of this approach is in doubt. Klass' claim is essentially that of third year fixed costs paralleling Drake-Willamette's approach to that phase.

CONCLUSION

To approach a claim based on impact of changes by comparing actual performance to anticipated performance at time of bid preparation would not seem to be equitable. The impact of the change is paramount and that can only be ascertained by comparing the work as done with the work as would have been done without the change. For this reason, we have trouble accepting the contractor's approach to this portion of the claim.

As to secondary delay costs (overhead, fixed costs, etc.), a determination will have to be made as to their validity. The 1970 Standard Specifications are quite clear on this point (they are not allowed) but we have not found anything in the 1964 specs (applicable to this project) that applies.

Portland, Oregon 97227
June 27, 1973

RE: Impact Claim
East Fremont Interchange Units A,B,C
Contract No's. 7310, 7311, 7312

Memo to the File

This memo might serve to clarify the following paragraphs which refer to the vinyl bubbling problem;

Page 4 Paragraph A.1 (10 month delay)

Page 4 Paragraph B.1 (days of delay)

Page 5 Paragraph C.2 (shutdown)

The vinyl could have been applied intermittently, (as the spans were completed on Unit EW-1) starting about the 12th of September 1970. There was still a good chance of permissable painting weather at this time.

The paint subcontractor did not arrive on the project until Sept. 22 nd. He did not choose to work Sept 26 (Sat.), Sept. 27 (Sun.), Oct. 3 (Sat.), Oct 4 (Sun.), and Oct. 11 (Sun), although painting would have been allowed under the specifications.

On Nov. the 6th. we issued a shutdown order which was lifted Nov. 23 rd. During this period there was only one "paint day" (Nov. the 14th., a Saturday).

Upon resumption of work the painters still did not work Nov. 28 th (SAT.), a "paint day" which could have been a "make up day" for the 14th.

With the data available to us it appears the Shutdown order was not the cause of any delays.

Robert E. Shotwell
Resident Bridge Engineer

BY:

Charles Lobaugh

CAL:rer

EXHIBITS A&B

MAJOR IMPACT ON FACTORS CONSIDERED YES OR NO / MAJOR PROBLEMS TO BE CONSIDERED	STRUCTURAL STEEL DELIVERY	STRUCTURAL STEEL ERECTION	VINYL PAINT BUBBLING	INORGANIC ZINC DETER. & REPAIR	RING GIRDER REVISIONS	EXPANSION JOINT NOISE REVISION	EXPANSION JOINT DEPTH REVISION
STRUCT. STEEL DELIVERY		NO	NO	YES	YES	NO	NO
STRUCT. STEEL ERECTION	NO		YES	YES	YES	YES	YES
VINYL PAINT APPLICATION	NO	NO		YES	YES	YES	YES
INORGANIC ZINC DETERIORATION & REPAIRS	NO	NO	YES		YES	YES	YES
RING GIRDER REVISIONS	NO	NO	NO	NO		NO	NO
EXPANSION JOINT NOISE REVISION	NO	NO	NO	NO	NO		YES
EXPANSION JOINT DECK DEPTH REVISION	NO	NO	NO	NO	NO	NO	NO
CONCRETE PIER FORMING & PLACEMENT	NO	NO	YES	NO	NO	NO	
CONCRETE DECK FORMING & PLACEMENT AT STEEL	NO	NO	YES	YES	YES	YES	YES
CONCRETE PARAPET FORMS & PLACEMENT AT STEEL	NO	NO	YES	YES	YES	YES	YES
DID IT CAUSE THE "WEDGE HOPPING EFFECT"	NO	NO	YES	YES	YES	NO	YES
DID IT SHIFT WORK PROCESS INTO BAD WEATHER SEASON	NO	NO	YES	YES	YES	YES	YES
DID IT AFFECT JOB CREW MORALE & PRODUCTIVITY	NO	NO	YES	YES	YES	YES	YES
TALLY: NO = 0 PTS. YES = 1 PT.	0	0	8	8	9	7	9
NO. OF MONTHS OF IMPACT UNTIL SOLVED = "X"	1	0	10	21.5	16.5	12	6
TOTAL IMPACT = TALLY TIMES "X"	0	0	80.0	172.0	148.5	84.0	54.0

EXHIBIT A: IMPACT STATEMENT

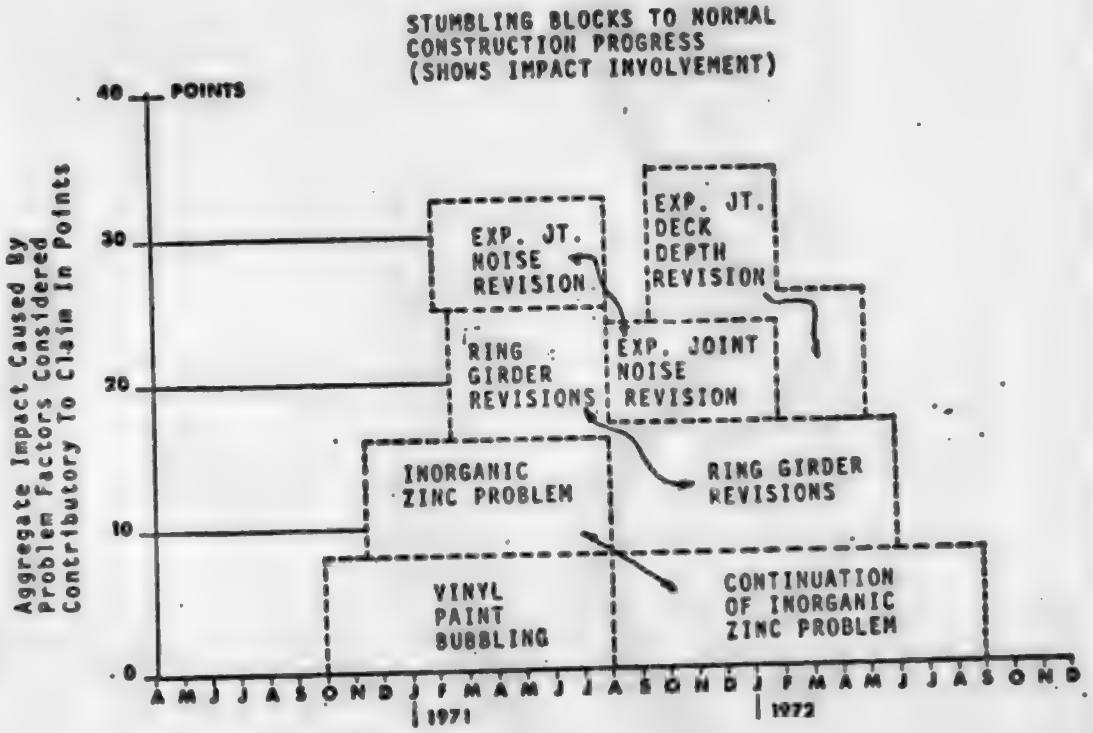

EXHIBIT B: ANALYSIS OF IMPACT

DRAKE-WILLAMETTE, J.V.
Portland, Oregon

EAST FREMONT INTERCHANGE
Oregon State Highway Dept.
Contract Nos. 7310, 7311 and 7312

A: IMPACT STATEMENT
B: ANALYSIS OF IMPACT

EXHIBITS C&D

FACTOR IMPACT NUMBER	IMPACT FACTORS: VINYL PAINT BUBBLING 8	INORGANIC ZN DETER & REPAIR 8	RING GIRDER REVISION 9	EXP JOINT NOISE REVISION 7	EXP JOINT DECK DEPTH REVISION 9	MTHLY TOTAL
MONTH OF INVOLVEMENT 1970 O	8					8
N	8	4				12
D	8	8				16
1971 J	8	8				16
F	8	8	4.5	7		27.5
M	8	8	9	7		32
A	8	8	9	7		32
M	8	8	9	7		32
J	8	8	9	7		32
J	8	8	9	7		32
A		8	9	7		24
S		8	9	7		24
O		8	9	7	9	33
N		8	9	7	9	33
D		8	9	7	9	33
1972 J		8	9	7	9	33
F		8	9		9	26
M		8	9		9	26
A		8	9			17
M		8	9			17
J		8	9			17
J		8				8
A		8				8

EXHIBIT C: FACTOR POINTS ANALYSIS

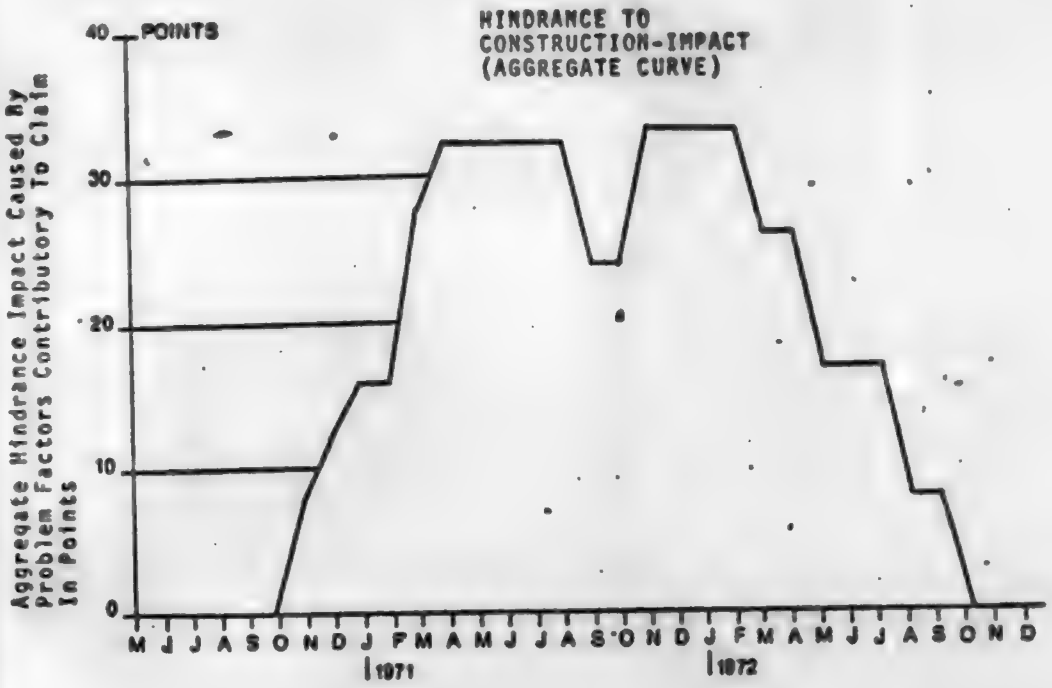

EXHIBIT D: ANALYSIS OF PROBLEM FACTORS IMPACT

DRAKE - WILLAMETTE, J.V.
Portland, Oregon

EAST FREMONT INTERCHANGE
Oregon State Highway Dept.
Contract Nos. 7310, 7311 and 7312

C: IMPACT FACTOR POINTS ANALYSIS
D: ANALYSIS OF PROBLEM FACTORS IMPACT

Summary - continued

TABLE NO. I:

	Work Process Involved	Amount of Claim for this Process
1.	Structural Steel Erection & Bolt-Up	$300,023.04
2.	Deck Forming at Structural Steel	184,750.60
3.	Deck Concrete Placement at Structural Steel	10,968.45
4.	Deck-Wet (Broom) Finish	24,192.00
5.	Parapet - Forming	30,394.92
6.	Parapet - Concrete Placement	4,977.65
7.	Parapet - Dry Finish	37,689.60
8.	Deck - Water Cure	1,691.05
9.	Clean Concrete off Structural Steel	105,191.40
10.	Parapet - Water Cure	4,211.26
	TOTAL - Loss of Productivity Claim	$704,089.97

It should be noted at this time that adjustments have been made in these values to reflect such items as the effect of labor strikes.

Exhibit "O" shows the unseasonably excessive precipitation encountered by the contractor from early September of 1971 until June, 1972, contributing much to the productivity loss in those activities planned to be in operation or completed in the summer months of 1971.

Fixed expenses beyond the original contract deadline. Next are presented those fixed expenses to which the contractor is entitled because the accumulative effect of the impacting factors forced completion of work into the third construction season.

Once the normal construction process suffered the full impact of problems encountered, it became virtually impossible to prevent carryover into the third construction season. This carryover was not the fault of the contractor. Because of the excessive amounts and duration of precipitation during the aforementioned period, excessive expenses were again incurred by the contractor. Restitution for these expenditures beyond the end of original contract time is also requested. These costs are set forth in Table II. (NOTE: Because the three contracts involved were treated as one by the contractor, October 31, 1971, has been set as the deadline, because each of the three contract deadlines, as extended, fell nearest this date. Contract completion deadline in this frame of reference is not to be confused with the revised completion date by the interim time extension granted on February 22, 1972.)

TABLE I - EAST FREMONT INTERCHANGE

LOSS OF PRODUCTIVITY DATA

		LABOR RATES - DETERMINATED INCL. TAXES, FRINGES & 20% LABOR MARKUP								
GRAPH NO.	DESCRIPTION	CREW MAKEUP	APPLIC. RATES PER HR.	LABOR COSTS PER HR.	TOTAL COMPOSITE RATE/HR.	TOTAL EST. QUANTITY INVOLVED	PLANNED PERFORM.	ACTUAL PERFORM.	LOSS OF PROD. IN MAN HRS.	TOTAL COSTS LOSS IN PROD.
1	Struc. Steel Erection	90% I.W. 10% Oper.	11.05 10.91	9.95 1.09	11.04	12448 T	0.232 T/Man Hr.	0.154 T/Man Hr.	27,176 Man Hr.	$300,023.04
2	Deck Form @ Str. Stl.	75% Carp. 25% Labor	9.92 8.81	7.44 2.20	9.64	488,884 Sq. Ft.	9.80 Sq.Ft./ Man Hr.	7.08 Sq.Ft./ Man Hr.	19,165 Man Hr.	184,750.60
3	Place Deck Conc.	All Labor	8.81	8.81	8.81	12,903 Cu. Yd.	2.54 Cu.Yd./ Man Hr.	2.04 Cu.Yd./ Man Hr.	1,245 Man Hr.	10,968.45
4	Deck Wet Finish	All Conc. Fin.	9.60	9.60	9.60	523,000 Sq. Ft.	122.9 Sq.Ft./ Man Hr.	77.2 Sq. Ft./ Man Hr.	2,520 Man Hr.	24,192.00
5	Form Parapet Rails	75% Carp. 25% Labor	9.92 8.81	7.44 2.20	9.64	118,372 Sq. Ft.	Rev. 13.93 Sq. Ft./ Man Hr.	10.16 Sq.Ft./ Man Hr.	3,153 Man Hr.	30,394.92
6	Place Parapet Conc.	All Labor	8.81	8.81	8.81	2,735 Cu.Yd.	1.56 Cu.Yd./ Man Hr.	1.18 Cu.Yd./ Man Hr.	565 Man Hr.	4,977.65
7	Parapet - Dry Finish	All Conc. Fin.	9.60	9.60	9.60	134,998 Sq. Ft.	32.1 Sq.Ft./ Man Hr.	16.6 Sq.Ft./ Man Hr.	3,926 Man Hr.	37,689.60
8	Deck Water Cure	All Labor (incl.Over-Time)	8.81 2.10	8.81 2.10	10.91	555,972 Sq. Ft.	Rev. 1798 Sq. Ft./ Man Hr.	1198 Sq.Ft./ Man Hr.	155 Man Hr.	1,691.05
9	Clean Struc. Steel	All Labor	8.81	8.81	8.81	469,410 Sq. Ft.	628 Sq.Ft./ Man Hr.	37 Sq.Ft./ Man Hr.	11,940 Man Hr.	105,191.40
10	Parapet Water Cure	All Labor (incl.Over-Time)	8.81 2.10	8.81 2.10	10.91	135,772 Sq. Ft.	845 Sq.Ft./ Man Hr.	248 Sq.Ft./ Man Hr.	386 Man Hr.	4,211.26
							TOTAL COSTS (Incl. Markups)		=	$704,089.97

Summary - continued

TABLE II:

General Condition Expense

1. Labor

a. General Overhead (on site)	$208,323.60
b. Equip. Oper. Costs - 3rd year	71,867.22
c. Winter, Maint., Misc. Costs, 3rd year	18,634.14
TOTAL LABOR	$298,824.96

2. Equipment

a. General Conditions	$ 40,315.14
b. Concrete Equipment	217,000.77
c. Light Equipment	9,130.05
d. Struc. Steel Equipment	59,940.51
TOTAL EQUIPMENT . .	$326,206.47

3. Materials

a. Materials	
1. Street & Road Maint.	$ 5,182.82
2. Taxes & Insurance	18,861.66
3. Office Expenses (incl. Consultant to 3/15/73)	44,409.36
4. Utilities Expenses	7,243.31
5. Hot Water - 3rd winter Concrete	534.18
6. Struc. Steel Misc. & Gen. Consum.	7,650.11
7. Form Hdwe. & Lbr. - 3rd year Rent	30,772.60
8. Equip. Oper. & Repairs to 3rd Pty. R.	22,538.95
9. Zinc Primer Repairs (Pd. to Klaas)	173,283.69
SUBTOTAL MATERIALS	$310,476.68
b. Materials Escalation	6,362.35
TOTAL MATERIALS . . .	$941,870.46

Subcontractor Claims:

In addition to the foregoing expenses, several of the subcontractors have presented claims through the contractor because of the impacted construction process. Table No. III sets forth these subcontractor claims.

Summary – continued

TABLE II:

General Condition Expense

1. Labor

a.	General Overhead (on site)	$208,323.60
b.	Equip. Oper. Costs – 3rd year	71,867.22
c.	Winter, Maint., Misc. Costs, 3rd year	18,634.14
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	SUBTOTAL MATERIALS	$310,476.68
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	TOTAL MATERIALS . . .	$941,870.46

Subcontractor Claims:

In addition to the foregoing expenses, several of the subcontractors have presented claims through the contractor because of the impacted construction process. Table No. III sets forth these subcontractor claims.

Summary - continued

TABLE III:

Subcontractor	Amount of Claim
1. Canron, Ltd. (United States)	$233,971.90 (U.S.)
2. Gilmore Steel Contractors, Inc.	179,422.91
3. Klaas Bros., Inc.	110,210.86
TOTAL of Subcontractural Claims	$523,605.67

Copies of these claims are marked Exhibits "P", "Q" and "R", respectively.

Late Items:

The late items of fixed expenses to be included are as follows:

1. Consultant Fees, after 2/1/73	
a. Management Consultation	$ 5,400.00
b. Claims Preparation - Outside	4,600.00
2. Attorney Fees after 2/1/73 (Estimated)	100,000.00
3. Late materials billings	9,453.00
TOTAL Late Items	$119,453.55

Portions of the preceding data has involved a judgment factor, but conservatism in behalf of the State has been utilized throughout in making these allocations. Records are available for audit where they specifically apply. These records are presently housed in the offices of Donald M. Drake Company, 1740 N.W. Flanders St., Portland, Oregon 97209.

The entire amount of the claim is $2,289,019.65, and payment is requested on the basis of the foregoing presentations. Expeditious settlement of this claim is requested.

1/2

EAST FAIRMONT INT.
LOSS OF PRODUCTIVITY DATA
SAMPLE CALCULATION

5. Forming Parapet Rails
Use Graph 5

Planned Performance:
From Graph 5, Revised Planned Performance
$= 13.93 \text{ Sq.Ft}/\text{MH}$

Total Est. Quantity (pg 18A) = 118,372 Sq. Ft.

Planned "Effort" $= \frac{118,372}{13.93} = 8,498$ MH

Actual Performance:
From Graph 5, Actual Performance $= 10.16 \frac{\text{Sq.Ft}}{\text{MH}}$

Actual "Effort" $= \frac{118,372}{10.16} = 11,651$ MH

Loss of Production = 11,651 − 8,498

= 3,153 MH

Cost of Loss of Production @ $9.64/MH

= 3,153 × 9.64

= $30,394.92

2/2

EAST FREMONT INT.
LOSS OF PRODUCTIVITY DATA
SAMPLE CALCULATION

9. Clean Structural Steel
Use graph 9

Planned Performance:
From Graph 9, Planned Performance = 628 sq. ft./MH
Total Est. Quantity (Pg 13A) = 469,410 sq. ft.
Planned "Effort" = 469,410/628 = 747.5 MH

Actual Performance:
From Graph 9, Actual Performance = 37 sq. ft./MH
Actual "Effort" = 469,410/37 = 12,687 M.H.

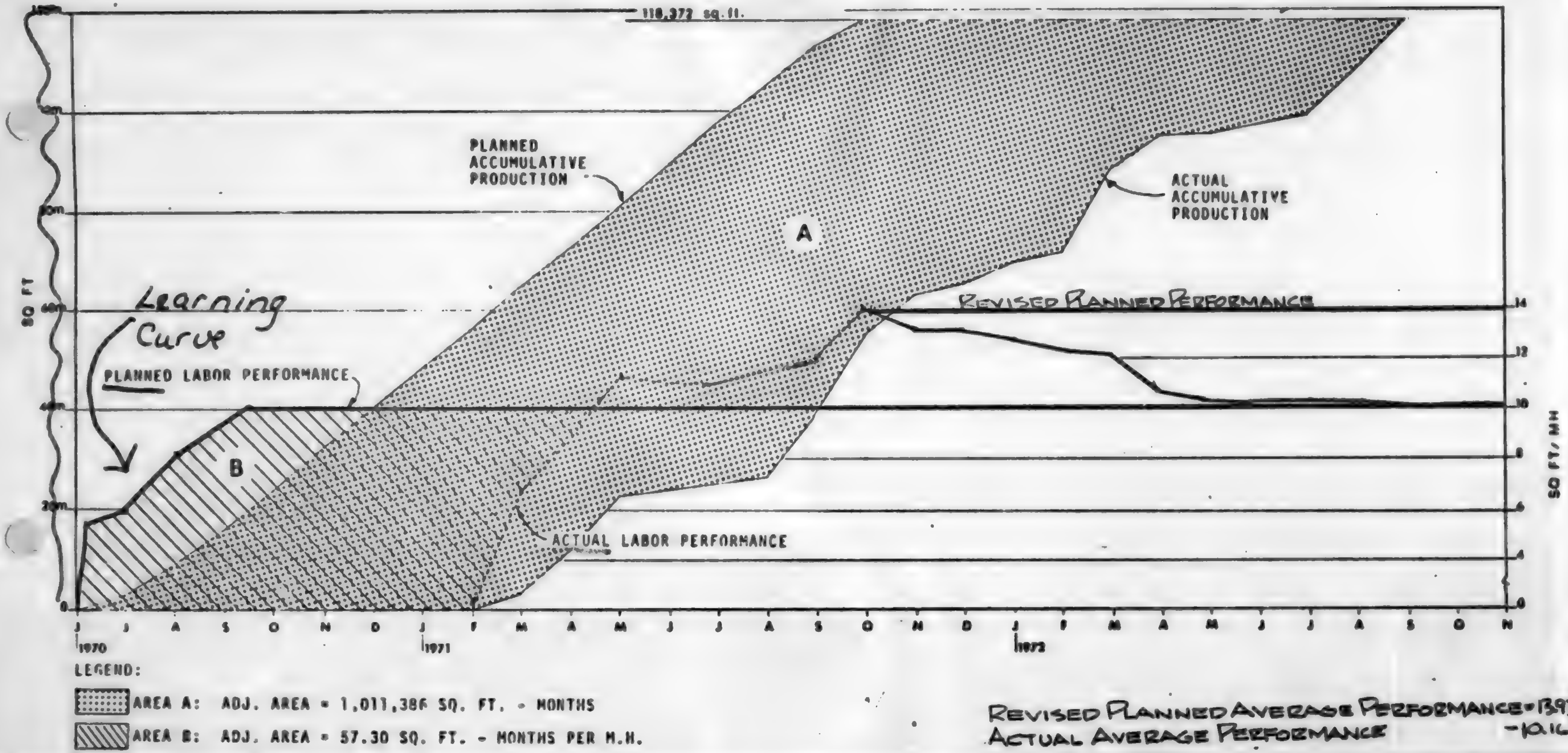
Loss of Production = 12,687 − 747.5
= 11,939.5 m.h.

Cost of Loss of Production @ $8.81/MH

= 11,939.5 × 8.81

= $105,187.00

GRAPH
5



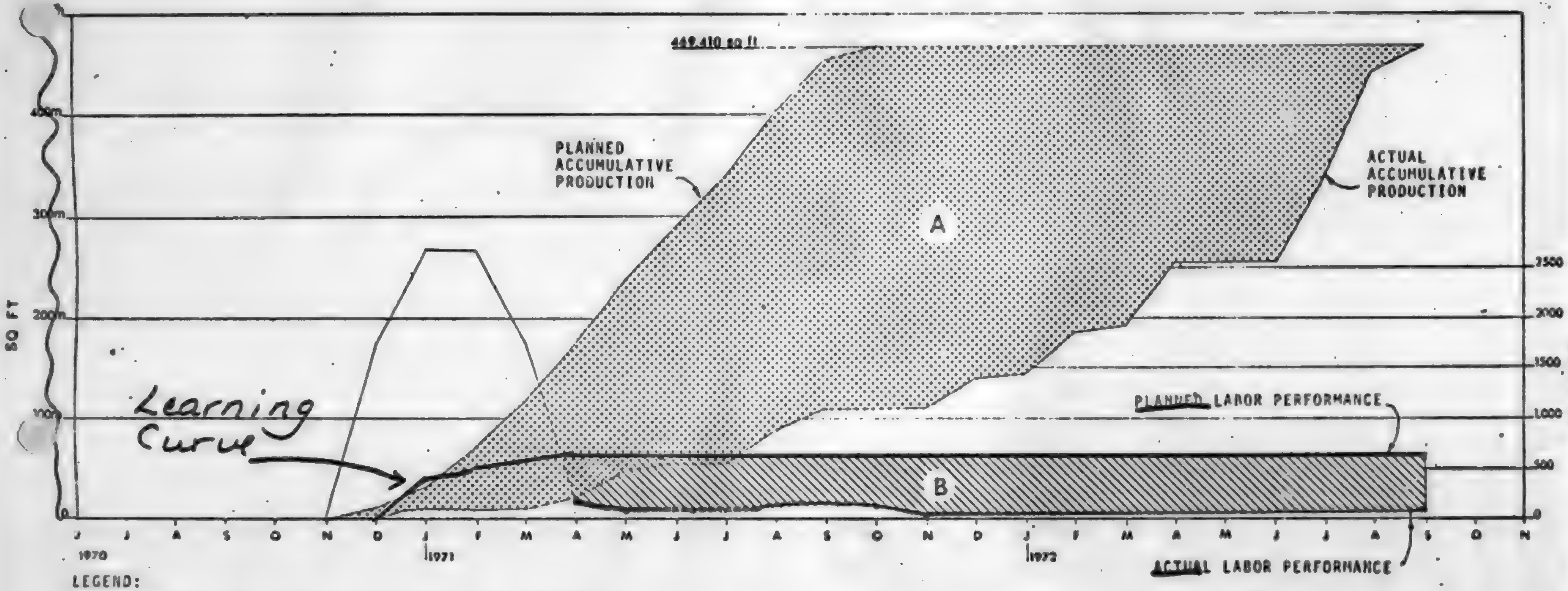
REVISED PLANNED AVERAGE PERFORMANCE = 13.93
ACTUAL AVERAGE PERFORMANCE - 10.16

DRAKE-WILLAMETTE, J.V.
Portland, Oregon

EAST FREMONT INTERCHANGE
Oregon State Highway Dept.
Contract Nos. 7310, 7311 and 7312

FORMING PARAPET RAILS
A. Accumulative Performance.
B. Learning Experience Curves.

GRAPH 9



LEGEND:

▨ AREA A: ADJ. AREA = 4,195,580 SQ. FT. - MONTHS

▨ AREA B: ADJ. AREA = 15,207 SQ. FT. - MONTHS PER M.H.

PLANNED AVERAGE PERFORMANCE = 628 SF/MH
ACTUAL AVERAGE PERFORMANCE = 37 SF/MH

DRAKE - WILLAMETTE, J.V.
Portland, Oregon

EAST FREMONT INTERCHANGE
Oregon State Highway Dept.
Contract Nos. 7310, 7311 and 7312

CLEAN STRUCTURAL STEEL
A: Accumulative Performance.
B. Learning Experience Curves.

PRELIMINARY ANALYSIS OF ZINC BREAKDOWN PROBLEM

Contractor claims Portland environment causes breakdown.
Support: He says this must be the cause since everything else was controlled by our specifications and done properly, with P T L as witness.

State claims work was done improperly in Vancouver. Nothing wrong with Portland environment.

Support:

(1) Test panels put out by OSHD Lab.
(2) Performance of inorganic zinc on superstructure contract.
(3) Performance of Canron's test panels in Portland.
(4) Comments from CWAPA that pollutant levels in Portland are not high enough to cause trouble.
(5) Performance of portions of Canron's zinc in Portland.
(6) Statements from Enjay Paint Company which they hope to substantiate with lab tests.
(7) Statement by PTL's lead inspector that "it is our belief that the primer problems noted at the job site were caused by a general paint application procedure problem encountered at the fabricator's plant...."

7312

5

FORM 2-30 (REV. 10-69)

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 20, 1973

To: R. N. Bothman
Metropolitan Engineer
ATTN: A. C. Harwood

SUBJECT: East Fremont Interchange
Contract Nos. 7310, 7311 and 7312

FROM:

Edward L. Hardt
Construction Field Operations Engineer

I have your letter of June 13 relating to latex paint problems on the East Fremont Interchange.

This question has been discussed with Walt Hart and Scott Coulter and as a result we concur with your recommendations as follows:

1. Reject the contractor's claim for cost of remedial work based on poor workmanship. I think you and I should discuss this point with Bob Shotwell to make sure we are in good shape to resist this claim.

2. Accept the contract work.

3. Alert the FHWA that there may be need in the future for remedial work which we would expect to be Federal participating.

RECEIVED
JUN 27 1973
Office of
Assistant State Highway Engineer

ELH:fw
cc: H. S. Coulter
Walt Hart

7312

5

HOWARD NEEDLES TAMMEN & BERGENDOFF

June 19, 1973

Mr. E. S. Hunter
Assistant State Highway Engineer
Oregon State Highway Division
Highway Building
Salem, Oregon 97310

Re: Consultant Agreement
Fremont Approaches and
West Fremont Extension
Contract Nos. 7310, 7311,
7312, 7276 and 7623

Dear Mr. Hunter:

Enclosed are tracings for Sheets 1 through 50, Bridge 9268-B as requested in your letter of May 31, 1973.

Our accounting department is submitting the final billing for engineering services to close out the contract, as you suggested.

Yours very truly,

HOWARD NEEDLES TAMMEN & BERGENDOFF

Paul L. Heineman

Paul L. Heineman

PLH/mj

Enclosures

NOTED
E. S. HUNTER

6-28-73
CC Want w tracings
[illegible]
Young

Planning Engineering Architectural Services

1805 Grand Avenue, Kansas City, Missouri 64108, 816 474-4900

Partners H. C. Lamberton, Jr., James F. Finn, Paul L. Heineman, Joseph H. Looper, Robert O. Drange, Bernard H. Rottinghaus, Gerard F. Fox, William M. Wachter, Browning Crow, Charles T. Hennigan, Edgar B. Johnson, Daniel J. Watkins
Associates Rex M. Whitton, Daniel J. Appel, Daniel J. Spigai, William C. Meredith, Orrin Riley, Francis X. Hall, Robert W. Richards
Offices Alexandria, Va., Atlanta, Baton Rouge, Boston, Buffalo, Charleston, W. Va., Chicago, Cleveland, Dallas, Fairfield, N. J., Kansas City, Miami, Milwaukee, Minneapolis, Newark, Del., New York, Orlando, Overland Park, Kan., Philadelphia, Richmond, Seattle, Washington, D.C., Lisbon, Rio de Janeiro

7312

6-28

FORM 2-80

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

DATE June 15, 1973

TO Memorandum to the File

ORIGINAL SIGNED

FROM Edward L. Hardt
Construction Field Engineer

#7312

H. S. COULTER

SUBJECT East and West Fremont Interchanges
Contractors' "Delay" Claims

A meeting will be held on Thursday, June 28, at 9 a.m. in the Small Conference Room of the State Highway Building to discuss the "delay" claims that we have received from the East Fremont and West Fremont contractors. It is expected that those listed below will attend.

ELH/ag

cc F. B. Klaboe
A. E. Johnson
H. S. Coulter
J. Bond
W. J. Hart
R.N. Bothman and/or A. C. Harwood
R. Shotwell
C. Lobaugh
J. Howard
W. Barrie and/or J. Sollis
H. A. Schell and/or C. Christianson

RECEIVED
JUN 18 1973
Office of
Assistant State Highway Engineer

7312

B

CONTRACTORS
DEVELOPERS

DONALD M. DRAKE COMPANY
1740 N. W. FLANDERS STREET • PORTLAND, OREGON 97209
INCORPORATED JANUARY 2, 1973

TELEPHONE (503) 226-3891

June 6, 1973

Mr. A.E. Johnson,
Deputy State Highway Engineer
State Highway Building
Salem, Oregon 97310

Reference: OSHD Contract Nos. 7310, 7311 and 7312
East Fremont Interchange
Multnomah County, Oregon

Dear Mr. Johnson:

In accordance with our previous correspondence and your written instructions of February 6, 1973, we herewith submit four copies of our request for equitable adjustment to the contract. Subject adjustment is due to the interferences, delays and additional expense as described in the referred-to submittal.

We request your review of this information, and will meet with you at your request if you need further clarification. Otherwise, we will anticipate and appreciate prompt payment following your review.

Very truly yours,

DONALD M. DRAKE COMPANY

R E Grant.

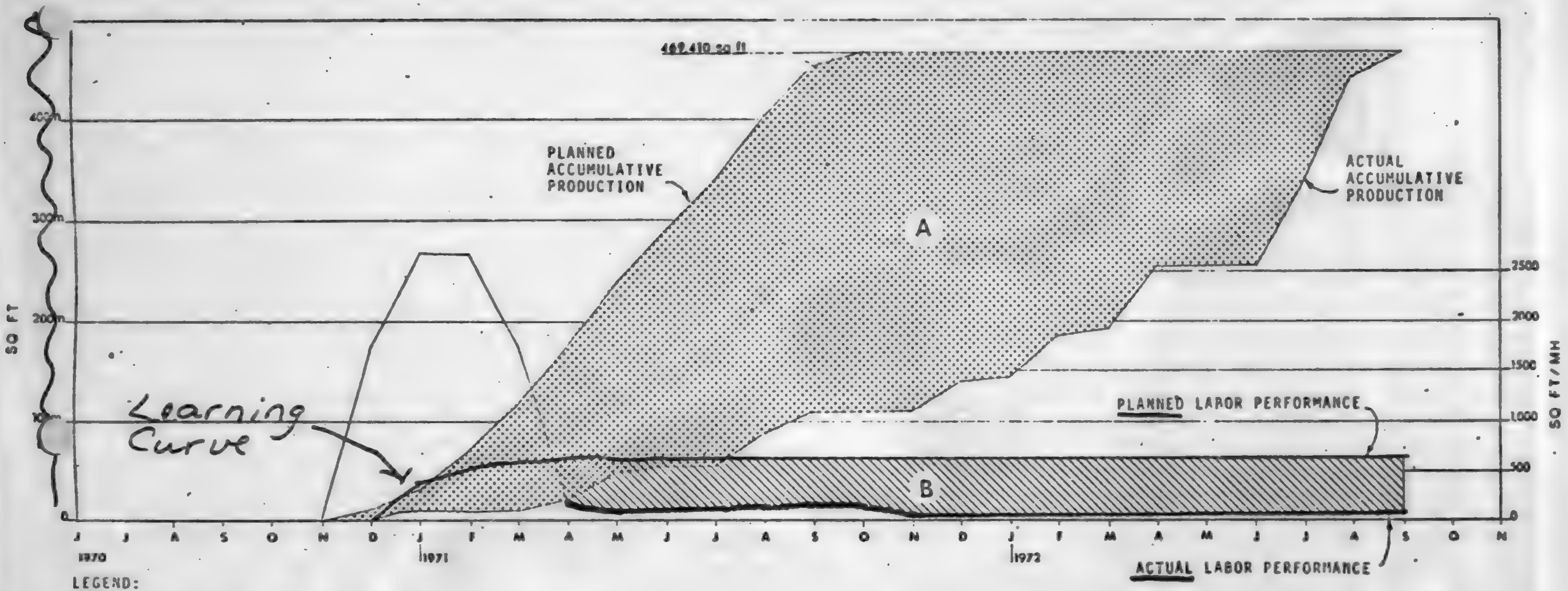
R. E. Grant, Vice President
Construction

REG:br
Encls.

NOTED
A. E. JOHNS

PORTLAND • SAN FRANCISCO
AN EQUAL OPPORTUNITY EMPLOYER

GRAPH
9



LEGEND:

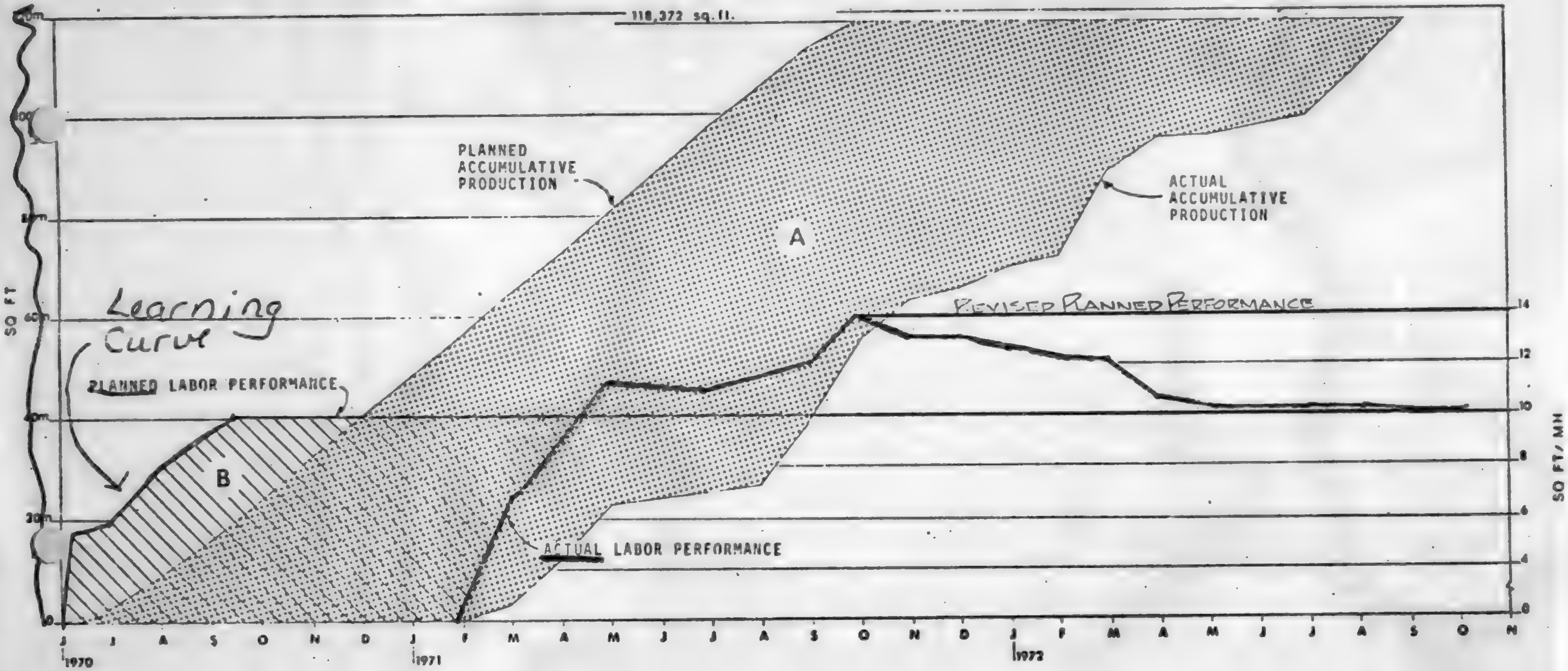
░ AREA A: ADJ. AREA = 4,195,580 SQ. FT. - MONTHS

▨ AREA B: ADJ. AREA = 15,207 SQ. FT. - MONTHS PER M.H.

PLANNED AVERAGE PERFORMANCE = 628 SF/MH
ACTUAL AVERAGE PERFORMANCE = 37 SF/MH

DRAKE-WILLAMETTE, J.V. **Portland, Oregon**	**EAST FREMONT INTERCHANGE** **Oregon State Highway Dept.** **Contract Nos. 7310, 7311 and 7312**	CLEAN STRUCTURAL STEEL A. Accumulative Performance. B. Learning Experience Curves.

GRAPH
5



LEGEND:

▨ AREA A: ADJ. AREA = 1,011,386 SQ. FT. - MONTHS

▨ AREA B: ADJ. AREA = 57.30 SQ. FT. - MONTHS PER M.H.

REVISED PLANNED AVERAGE PERFORMANCE = 13.93 SF/MH
ACTUAL AVERAGE PERFORMANCE - 10.16 SF/MH

DRAKE - WILLAMETTE, J.V. **Portland, Oregon**	**EAST FREMONT INTERCHANGE** **Oregon State Highway Dept.** **Contract Nos. 7310, 7311 and 7312**	FORMING PARAPET RAILS A. Accumulative Performance. B. Learning Experience Curves.

5

7312

May 31, 1973

Mr. Paul Heineman
Howard, Needles, Tammen & Bergendoff
1805 Grand Avenue
Kansas City, Missouri 64108

Dear Mr. Heineman:

Consultant Agreement
Fremont Approaches and
West Fremont Extension
Contract Nos. 7310, 7311, 7312,
7276 and 7623

The engineering services you have provided in connection with the design of the East and West Fremont Interchange structures are essentially complete. The only remaining design work is minor corrections to the design drawings for the future West Fremont extension to I-505. This I-505 construction appears to be somewhat in the future.

If you will furnish the tracings for this future extension, any minor corrections can be done in this office at a later date.

Please submit your final billing for engineering services in order that we may take steps to close out the contract.

Very truly yours,

E. S. Hunter
Assistant State Highway Engineer

WJH:dh jf

bc: F. B. Klaboe
A. E. Johnson
Walt Hart

7312

REVISED 5-29-73

FORM [illegible] REV. 12-66

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: East Fremont Interchange Units A, B, & C

WEEK ENDING: May 26, 1973

SECTION PREFIX: A. 626-1017 B. 626-1018 C. 626-1022

HIGHWAY: Stadium Freeway

COUNTY: Multnomah

NAME OF JOB: East Fremont Interchange

KIND OF WORK: Structures, Traffic Control Devices, Pave, & Grade

CONTRACTOR: Drake-Willamette, Joint Venturers

CONTRACT NUMBERS: A. 7310 B. 7311 C. 7312

FEDERAL AID PROJECT NUMBERS:
A. I-405-8(22)304
B. I-405-8(23)304
C. I-405-8(24)304

DATE OF CONTRACTS: September 11, 1969

DATE WORK STARTED: September 26, 1969

	Unit A	Unit B	Unit C
PROJECT AUTHORIZATION:	13,928,737.75	9,458,459.11	2,218,093.60
EXCLUSIVE OF ENGINEERING:	13,265,464.50	9,008,056.29	2,107,188.92
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING	13,459,737.17	9,022,108.61	2,064,094.98
ESTIMATED PERCENT:	OVERRUN ~~UNDERRUN~~ 1.45%	OVERRUN ~~UNDERRUN~~ 0.16%	~~OVERRUN~~ UNDERRUN 2.05
ENGINEERING AUTHORIZATION	663,273.25	450,402.82	110,904.63
ENGINEERING COST TO DATE	627,000	437,300	92,500
PERCENT OF AUTHORIZATION	94.53%	97.09%	83.40%
SPECIFIED CALENDAR DAYS	A. 510 B. 965	965	A. 330 B. 965
CALENDAR DAYS USED	A. PA B. 949	900	A. PA B. 943
PERCENT OF TIME ELAPSED	A. PA B. 98.3	93.3	A. PA B. 97.7
PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST	100.00	100.00	100.00**
PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION	100.07	100.01	97.2
DATE PROJECT WAS COMPLETED:	April 27, 1973	May 25, 1973	Dec. 23, 1972

EQUIPMENT USED DURING THE WEEK:

** Excluding contingencies not used.

Snooper truck, truck, pickup, air compressor, spider climbers, and Misc. tools.

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	8958-1	8958-2	8958-3
PERCENT	100.00	100.00	100.00

	WEATHER	WORK DAYS CHARGED	HOURS DELAY
SUNDAY		Does Not	
MONDAY	Clear-warm	Apply	
TUESDAY	Light Showers A. M. Cloudy		
WEDNESDAY	Cloudy-showers		
THURSDAY	Cloudy-showers		
FRIDAY	Partly cloudy		
SATURDAY			

Total Average Force on Projects Unit A,B,C
For the Week

Men: 2 Supervision: 1

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM DEC 30 PM
7,8,9,10,11,12,1,2,3,4,5,6

RECEIVED
JUN 01 1973
BRIDGE DIVISION

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	REVISED 5-29-73
MONDAY	Do latex paint corrective work on Unit B.
TUESDAY	Do latex paint corrective work on Unit B.
WEDNESDAY	No Activity do to weather.
THURSDAY	No activity do to weather.
FRIDAY	Finish latex paint corrective work on Unit B.
SATURDAY	

REMARKS

STATUS: Units A,B,C are complete.

NEXT WEEK: This is the last Field Engineer's Weekly Report on this project.

SIGNED

Robert E. Shotwell, Resident Bridge Engineer

LOCATION
1101 North Russell St.
Portland, Oregon 97227

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND ADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

7312

April 13, 1973

Davies, Biggs, Strayer, Stoel and Boley
Law Offices
23rd Floor
900 S. W. Fifth Avenue
Portland, Oregon 97204

#7312

Attention: Richard A. Franzke

Gentlemen:

The attached table is submitted in response to your letter of April 3, 1973.

The table includes all of the available information you requested.

It is impossible to project estimated dates for completion or acceptance where no date is given. There are so many variables involved, especially in these large contracts, that our people have very little idea as to just how long acceptance will take on a given project.

In the event this information is not adequate, please feel free to contact us for specific details. It may be possible to put you in touch with the Resident Engineer for a project, but it is unlikely that he will be able to provide estimated dates for acceptance.

Contract No. 7623 should be nearing completion as the original time limit and extensions appear to have passed.

Very truly yours,

C. W. Head, Secretary
OREGON STATE HIGHWAY COMMISSION

By
R. M. Graham, Assistant Secretary

RMG:ks
Attachment

DAVIES, BIGGS, STRAYER, STOEL AND BOLEY
LAW OFFICES
TWENTY-THIRD FLOOR 900 SW FIFTH AVENUE
PORTLAND, OREGON 97204

CHARLES A. HART
DAVID L. DAVIES
HUGH L. BIGGS
MANLEY B. STRAYER
THOMAS B. STOEL
PAUL L. BOLEY
FREDERICK H. TORP
JAMES P. ROGERS
RICHARD DEVERS
GEORGE H. FRASER
WILLIAM W. WYSE
JOHN R. HAY
CLEVELAND C. CORY
CLARENCE R. WICKS
ROBERT H. HUNTINGTON
DAVID G. HAYHURST
THOMAS P. DEERING
CAMPBELL RICHARDSON
MILO E. ORMSETH
CHARLES J. McMURCHIE
GARRY R. BULLARD
ROBERT L. RIDGLEY
RICHARD A. FRANZKE
EDWARD L. EPSTEIN
BRIAN G. BOOTH
WILLIAM M. McALLISTER
BARNES H. ELLIS
HOWARD M. FEUERSTEIN
PHILLIP D. CHADSEY

TELEPHONE (503) 224-3380
CABLE ADDRESS: HARTPORT

JOHN E. HUISMAN
BERTRAND J. CLOSE
VELMA JEREMIAH

KENNETH D. STEPHENS
DAVID P. MILLER
TERRENCE R. PANCOAST
HARRY S. CHANDLER
JIM D. KORSHOJ
HENRY H. HEWITT
WALTER C. MINNICK
JERE M. WEBB
RONALD S. GROSSMANN
RICHARD E. ROY
JEFFREY MICHAEL ALDEN
MILTON R. STEWART
CHARLES F. HINKLE
K. PATRICK NEILL
ROBERT S. QUINNEY
JOY D. ABELE
DONALD J. BOYD
WILLIAM G. MIGELY
GREGORY J. HOWE
JOHN M. SCHWEITZER
WILLIAM F. MARTSON, JR.
MICHAEL M. MORGAN
RICHARD M. BOTTERI

April 3, 1973

Mr. C. W. Head, Secretary
Oregon State Highway Commission
Highway Building
Salem, Oregon 97310

Dear Mr. Head:

Re: Fremont Bridge

With respect to all of the contracts involved in both the east and west side approach projects on the Fremont Bridge, would you please advise me of the formal status of the contracts, i.e., whether completed or formally accepted by the Highway Commission. If accepted, please advise on what dates; if not, your best estimate of when they will be accepted.

Your assistance in this matter is very much appreciated.

Very truly yours,

Richard A. Franzke

Richard A. Franzke

RAF:mm

NOTED
C. W. HEAD

Contract No.	Contractor	Job Title	Completed	Accepted
7214	Andersen-Hannan	W. Fremont Inter.	10-19-72	
7298	E. Carl Schiewe	E. Fremont Inter.	3-5-70	5-12-70
7310	Willamette River Constructors	E. Fremont Inter. (Unit A)	11-28-72	
7311	Willamette River Constructors	E. Fremont Inter. (Unit B)	11-28-72	
7312	Willamette River Constructors	E. Fremont Inter. (Unit C)	11-28-72	2-2-73
7623	Drake-Willamette	W. Fremont Inter. (Unit 2)		

7312

February 9, 1973

General Insurance Co. of America
1500 S. W. 1st
Portland, Oregon 97201

The Travelers Indemnity Co.
700 Main Street
Hartford, Connecticut 06102

Gentlemen:

On February 6, 1973, we wrote to you concerning release of final payment on Contract No. 7312 awarded to Willamette River Constructors for work on the East Fremont Interchange (Unit C) section of the Stadium Freeway in Multnomah County.

Final payment on this contract is $15,072.02 and the total contract amount is $2,036,970.31 including $23,048.16 for work performed under force account.

Very truly yours,

G. W. Head, Secretary
OREGON STATE HIGHWAY COMMISSION

Shm
cc Willamette River Constructors
2740 N. W. Flanders Street
Portland, Oregon 97209

C. T. Kenney
Walt Hart
V. E. Skoog Attn: W. L. Maurer
L. W. Rulien

5

7312

February 6, 1973

Drake-Willamette, Joint Venture
1740 N. W. Flanders St.
Portland, OR 97209

orig. in #7214

Gentlemen:

We understand that you are withholding payment of Canron's retainage on the basis of a purported statement by Mr. Edwards that the failure of the zinc primer was the responsibility of Canron. We have made an exhaustive investigation of the problem and now advise you that we are unable to determine at this time the responsibility of failure.

In a letter dated December 19, 1972, to Robert Shotwell from your attorneys, it is implied that claims in connection with the East Fremont Interchange, Units "A", "B", and "C", will be presented. Until these items are presented in detail, it will be impossible to consider any claims.

I would urge you to submit as soon as possible all your claims in connection with your projects.

Very truly yours,

F. B. Klaboe
State Highway Engineer

cc A. E. Johnson
Scott Coulter
Walter J. Hart
R. N. Bothman
L. I. Lindas
V. E. Skoog
Robert Cunningham
AEJ:ms

7312

February 2, 1973

TO Oregon State Highway Commission

FROM F. B. Klaboe
State Highway Engineer

SUBJECT Highway Project Acceptance

Contract No. 7312 Work Completed November 28, 1972

Project East Fremont Interchange, Unit "C"

Highway Stadium Freeway County Multnomah

Type of Work Grading, Paving, Structure and Traffic Control Dev.

Contractor Willamette River Constructors

Recommended Acceptance Date February 2, 1973

The contractor has completed all work according to specifications and I recommend your acceptance of the project. I will assume this matter has your approval, unless advised to the contrary.

This item will be on the agenda at the Commission meeting on March 6, 1973 for your formal concurrence.

VG:dgk

cc: C. W. Head
A. E. Johnson
L. H. Young
C. T. Keasey
W. J. Hart

FORM 2-90
7312

5

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon

RECEIVED
STATE HWY ENGR
JAN 23 '73
REFER TO
FOR
Info Inves R/D D/R Sign Act File

DATE January 22, 1973

TO Mr. V. E. Skoog
Controller

FROM Walter J. Hart
Bridge Engineer

SUBJECT Consultant Agreements
Howard, Needles, Tammen & Bergendoff
East and West Fremont Interchanges
Contracts 7310, 7311, 7312, and 7214

NOTED
A. E. JOHNSON

Attention Mr. Paul L. Hatcher

The original agrement with the subject consultant to do the design work for the Fremont approaches was dated March 14, 1967. Since that time there have been three supplemental agreements for additional or revised work.

Please reduce the retainage on all of the above agreements from the five percent currently withheld to three percent in accordance with the provisions of part IV - PAYMENT, paragraph 2 Partial Payments.

RJW:dh

cc A. E. Johnson
E. S. Hunter

5

RECEIVED
JAN 5 - 1972
FOR FILING

OREGON STATE
HIGHWAY DIVISION

7312

HIGHWAY BUILDING • SALEM, OREGON • 97310

TO
G. L. Green, Division Engineer
~~R. E. Simpson, Division Engineer~~
Federal Highway Administration

DATE January 3, 1973

Federal-aid Project
No. I-405-8(24)304

FROM
ORIGINAL SIGNED BY
R. D. ASBURRY

L. H. Young
Programing Engineer

SUBJECT Request Change Order Approval

Contract 7312 Extra Work Order No. 11 supplemental #1

Project East Fremont Interchange, Unit C

Highway Stadium Freeway

County Multnomah

This order covers the additional cost necessary to complete the work called for under the original order. Removal of the 290 lin. ft. of new curb is due to an error in setting the curb grade.

The original order covering this work was approved by your office effective August 13, 1970.

Copies of the engineer's letter of explanation are attached.

This work was tentatively recommended for approval by the Federal Highway Administration Assistant Area Engineer August 13, 1970, the approval date of the original order.

Your approval as of August 13, 1970 is requested.

Attach.

BMW:dgk

[illegible] 1972

FOR FILING

RECEIVED
STATE HWY ENGR
DEC 13 '72
REFER TO
FOR

5

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

7312

TO ~~G. L. Green, Division Engineer~~
~~R. E. Simpson, Division Engineer~~
Federal Highway Administration

DATE December 6, 1972

Federal-aid Project
No. I-405-8(24)304

FROM

L. H. Young
Programing Engineer

cy Const Bridge 12-13-72

SUBJECT Request Contract Acceptance

NOTED
A. E. JOHNSON

Contract 7312 Work Completed November 28, 1972

Project East Fremont Interchange, Unit "C"

Highway Stadium Freeway

County Multnomah

We request that your office return a signed copy of this letter indicating acceptance or list conditions which would prevent your final acceptance of the contract work.

Acceptance Date November 29, 1972

Conditions not acceptable: A final inspection was made on 11/29/72 and the project was considered acceptable upon completion of the few minor details discussed at that time. FHWA final acceptance will be withheld pending revision of signing as discussed with Mr. George of your office.

G. L. Green
Division Engineer
for

cc: F. B. Klaboe ✓
L. H. Young

RECEIVED
[illegible] 1972

FOR FILING

7312

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November 15, 1972

Davies, Biggs, Strayer, Stoel and Boley
Law Offices
900 S. W. Fifth Avenue
Portland, Oregon 97204

Attention: Richard A. Franzke

Gentlemen:

As requested in your letter of November 3, we are attaching xerox copies giving the current status of funds on the East Fremont Bridge, Contracts 7310, 7311 and 7312.

Our Bridge Section informs us that these contracts will be completed within the next several weeks.

Very truly yours,

C. W. Head, Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fkn
Att.

DAVI BIGGS, STRAYER, STOEL AND OLEY
LAW OFFICES
TWENTY-THIRD FLOOR 900 SW FIFTH AVENUE
PORTLAND, OREGON 97204

CHARLES A. HART
DAVID L. DAVIES
HUGH L. BIGGS
MANLEY B. STRAYER
THOMAS B. STOEL
PAUL L. BOLEY
FREDERICK H. TORP
JAMES P. ROGERS
RICHARD DEVERS
GEORGE H. FRASER
WILLIAM W. WYSE
JOHN R. HAY
CLEVELAND C. CORY
CLARENCE R. WICKS
ROBERT H. HUNTINGTON
DAVID G. HAYHURST
THOMAS P. DEERING
CAMPBELL RICHARDSON
MILO E. ORMSETH
CHARLES J. McMURCHIE
GARRY R. BULLARD
ROBERT L. RIDGLEY
RICHARD A. FRANZKE
EDWARD L. EPSTEIN
BRIAN G. BOOTH
WILLIAM M. McALLISTER
BARNES H. ELLIS
HOWARD M. FEUERSTEIN
PHILLIP D. CHADSEY

TELEPHONE (503) 224-3380
CABLE ADDRESS: HARTPORT

JOHN E. HUISMAN
BERTRAND J. CLOSE
VELMA JEREMIAH

KENNETH D. STEPHENS
DAVID P. MILLER
TERRENCE R. PANCOAST
HARRY S. CHANDLER
JIM D. KORSHOJ
HENRY H. HEWITT
WALTER C. MINNICK
JERE M. WEBB
RONALD S. GROSSMANN
RICHARD E. ROY
JEFFREY MICHAEL ALDEN
MILTON R. STEWART
CHARLES F. HINKLE
K. PATRICK NEILL
ROBERT S. QUINNEY
JOY D. ABELE
DONALD J. BOYD
WILLIAM G. MIGELY
GREGORY J. HOWE
JOHN M. SCHWEITZER
WILLIAM F. MARTSON, JR.
MICHAEL M. MORGAN
RICHARD M. BOTTERI

November 3, 1972

Mr. C. W. Head, Secretary
Oregon State Highway Commission
Highway Building
Salem, Oregon 97310

Dear Mr. Head:

Re: Contracts Nos. 7310, 7311, and 7312

East Fremont Bridge Interchange

Would you please furnish us with a current statement of the status of funds on each of the above-referenced projects. Also, please indicate with respect to each contract the date on which the Highway Department reduced the retained percentage from 10% to 5%, and indicate the dates of any further reductions in retained percentages. Also, please advise whether any of the projects have been formally accepted, and if not, when such acceptance is anticipated.

Very truly yours,

Richard A. Franzke

Richard A. Franzke

RAF:pm

copy to Vince
for info 11/6

11/15 = Est- Compl Date 12/1/72
according to Bob Wright

RECEIVED
NOV [illegible]
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

FORM 2-30 (REV. 10-60)

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
October 26, 1972

SUBJECT: John Saroyan's Report II
East & West Fremont Approaches

To: Walter Hart
Bridge Engineer
Salem

NOTED
A. E. JOHNSON

Your letter of October 5, transmitted the second installment of Mr. Saroyan's answers to questions posed relative to Fremont Interchange painting and requested our comments which follow.

Question B-1 and B-2 deal with (1) putting vinyl directly over zinc and (2) applying five mils of vinyl in one coat. This is an after-the-fact examination of the method of applying vinyl on the East and West Interchange projects. Other than hope that this vinyl does not fall off the steel, I find little to comment on these two answers except that since Saroyan recommends applying vinyl in multiple thin coats to allow the maximum solvent release, this would explain our problem of bubbling and pinholing with one coat of vinyl. Since much of the vinyl has not as yet been put on the Fremont Superstructure, perhaps we should investigate the adhesion of the Mobil vinyl to the zinc on the structure to determine if adhesion could be a problem.

Question B-3: no comment.

Question C. Saroyan goes through a chemical analysis to show what happens when the inorganic zinc is exposed to an atmosphere containing sulpher dioxide. The important point in respect to Portland's "corrosive atmosphere eating away the inorganic zinc" is the time involved. I am confused by Saroyan's answer to Question C with respect to the time for the chemical reaction because in the third from the last paragraph on page 2 he mentions the word slowly in connection with the washing action. Yet in his summary of this question, he uses the word quickly with respect to this process. I believe the time for the zinc to be eroded to the point of rusting is most critical. Enjay's recommendation for hydrogen sulphide content for Rust Ban 191 use is 300 parts per million. The sulpher dioxide concentration in the Portland atmosphere during the most critical period was 0.03 parts per million. Assuming the chemical reaction to the inorganic zinc of these two pollutents is on the same order and I would have to defer to a chemist for confirmation of this, it is hard to imagine how the low concentration of sulpher dioxide compared to that recommended for hydrogen sulphide by Enjay could completely break down the paint system in a matter of two or three months. I can only think that the answer lies in the fact that the inorganic zinc in Portland was not properly cured so that it could not withstand the attack of the sulpher dioxide.

Question D refers to an acceptable paint system and since it is not particularly germane to the inorganic zinc problem in Portland, I have no comment.

Question E: Since I don't understand the chemistry involved in Saroyan's answer to this question, I cannot completely comment on it. However, it appears as though he is talking about what might happen to the inorganic zinc if curing hasn't taken place. If this is the case, then the question of whether or not the inorganic zinc applied in Vancouver, B.C. was properly cured would have to be taken into account when analyzing this answer.

Question F and G: No comment.

Question H: I have no comment on Saroyan's remarks with respect to small test panels. I have observed many test panels at the Bonneville Power Administration's laboratory in Vancouver, Washington. They would be a good source of information if some was desired on this question.

Question I and J: No comment.

Question K deals with the rust "stain" which has been noticed on parts of the Fremont girders. I don't believe that this stain played a significant part in the breakdown of the inorganic zinc because I was never able to correlate the presence of the stain with the rust breakout on the girders. Perhaps Resident Engineers' Shotwell and Howard can comment more thoroughly on the correlation between stain and rust breakthrough.

Question L: Saroyan is assuming that the paint application process in Vancouver, B.C. was not deficient since "all factors were controlled, inspected and certified". The only uncontrolled variable in the whole sequence then could only be the environment in Portland and, therefore, he concludes that this must be the cause of the problem. I cannot necessarily accept this assumption as I have mentioned in my analysis of Saroyan's first set of answers since there is a strong question in my mind with respect to the proper curing of the inorganic zinc in Vancouver.

Question M: The answer to this question is the key to my thinking that the degree of cure of the inorganic zinc is more crucial than the environment in Portland. Saroyan is saying here that once the zinc is properly cured that the Portland environment has no effect on it. Therefore, when the girders are affected by the environment, it follows that they were not properly cured. This goes back to the application of the curing acid in the plant in Vancouver and my comments contained in my answer to Saroyan's first set of questions with respect to acid cure.

Question N: The answer to this question confirms my thoughts as expressed under Question M--namely, that the cure is more important than the environment. Saroyan states "once the inorganic zinc coating has cured and has demonstrated ability to self cure under those conditions, it probably has more resistence to agressive environmental action". I believe he is saying in this answer that the Mobil zinc applied in San Francisco was properly cured so that the Portland environment has little or no effect on it.

Question O: No comment.

Question P: We came to the same conclusion as Saroyan and we have equipped the field offices with the Elcometer gage. Incidentally, we had a session with Canron's paint consultant, CanTest, and calibrated our gages with theirs so that there would be no argument about paint thickness readings on the project.

Question Q: Saroyan says he believes the fundamental cause for the inorganic zinc paint failure is the aggressive atmosphere at the site. In previous answers he has shown how sulpher dioxide will react with the inorganic zinc and cause chemical breakdown. Chemically I am sure this is true. However, he has made no showing as to the time involved for the sulpher dioxide to breakdown three mils of properly cured inorganic zinc paint. He has shown in Question M that this aggressive atmosphere has no effect on properly cure zinc. Therefore, the key to the problem would seem to lie in whether or not the paint was properly cured rather than the environment in Portland.

H. S. COULTER
Metropolitan Engineer

By:

Edward L Hardt

EDWARD L. HARDT
Assistant Metropolitan Engineer

ELH:pb

cc: A. E. Johnson
R. E. Shotwell
R. O. Cunningham
John Howard
John Jenkins

RECEIVED
OCT 30 1972
OFFICE OF
A. E. JOHNSON
ASSISTANT STATE HIGHWAY ENGINEER

RECEIVED
SEP 29 1972
FOR FILING

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

7312

TO G. L. Green, Acting Division Engineer
~~R. E. Simpson, Division Engineer~~
Federal Highway Administration

DATE September 26, 1972

ORIGINAL SIGNED BY
R. D. ASBURRY

FROM L. H. Young
Programing Engineer

Federal-aid Project
No. I-405-8(24)304

SUBJECT Request Change Order Approval

Contract 7312, Extra Work Order No. 23

Project East Fremont Interchange, Unit C

Highway Stadium Freeway

County Multnomah

This order covers the cost of furnishing and installing one 6-foot by 3-foot chain link gate in the existing right-of-way fence to provide access to traffic counter. This work was not included as part of the contract work.

Copies of the Engineer's letter of explanation are attached.

This work was tentatively recommended for approval by the Federal Highway Administration Area Engineer on August 29, 1972.

Your approval as of August 29, 1972 is requested.

Attach.

BMW:dg

RECEIVED
SEP 27 1972

[illegible]

7312

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

NOTED
A. E. JOHNSON

DATE	September 22, 1972
TO	Mr. H. S. Coulter Metropolitan Engineer
FROM	R. W. Ellison Bridge Administration Engineer
SUBJECT	Fremont Bridge, Contract 7276 East Fremont Intch., Contract 7310 East Fremont Intch., Contract 7312 West Fremont Intch., Contract 7623 Sign Revisions

Attached are three sets of reduced prints of drawings 25214, 25216, S-655, 25321, 25322, 25544 and 25545 which have been revised in red and by overlays to show sign revisions on the above projects.

The changes are self-explanatory from the prints and in no case do the revisions require an increase of sign area. They do require removal and relocation on the existing board of the legend. These revisions have been approved by Mr. Johnson and Mr. Edwards and also by Mr. Valach and Mr. Christianson of the FHWA.

These revisions should be accomplished by state forces under the appropriate contracts. The FHWA has indicated that they will participate on a state force basis.

If additional prints of these drawings are required, please advise.

DOC:dh

cc A. E. Johnson
W. J. Hart
A. A. Rear
L. E. George
John Bond
R. O. Cunningham
R. Shotwell
John Howard
R. J. Wright
E. J. Valach, FHWA /w/ 2 sets

RECEIVED
SEP 25 1972
OFFICE OF
A. E. JOHNSON
ASSISTANT STATE HIGHWAY ENGINEER

5

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
P.O. Box 300
Salem, OR 97308

TO : Mr. George M. Baldwin, Administrator of Highways
Salem, Oregon

DATE: September 5, 1972

In reply refer to: 10-35-DA

7312

FROM : Mr. G. L. Green, Acting Division Engineer
Salem, Oregon

#7310 #7311

SUBJECT: I-405-8(20)303, I-405-8(22)304, I-405-8(23)304
I-405-8(24)304, I-405-8(28)303
East & West Fremont Interchanges
Stadium Freeway
State Force Order No. 4
Total Estimated Amount of the Order - $8,500.10
Federal Participation - $7,650.09

Reference is made to Mr. Young's letter of August 23, 1972, concerning the subject order.

We are approving the use of State Forces as being in the public interest under provision of PPM 21-6.2 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has the necessary special striping equipment and trained personnel to perform the work most economically.

Striping to be performed should be in conformity to the requirements of the Manual on Uniform Traffic Control Devices and will thus be eligible for participation under the provisions of Paragraph 6 of PPM 21-15.

Federal participation will be based on the agreed unit price for striping. The estimated total costs of the work to be done under this order is $8,500.10 with Federal participation of $7,650.09.

Enclosure
State Force Order No. 4

NOTED
F. B. KLABOE

9-7-72
Young

RECEIVED
STATE HWY ENGR
SEP 7 '72
REFER TO
FOR

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

A E Johnson

S

SEP 5 - 1972

FOR FILING

7312

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

DATE August 25, 1972

TO Memorandum to the File

FROM R. W. Ellison R.W. Ellison
Bridge Administration Engineer

SUBJECT East Fremont Interchange, Contract
West Fremont Interchange, Contract
Contracts 7310, 7311, and 7312
Paint Claim

RECEIVED
AUG 31 1972
OFFICE OF
A. E. JOHNSON
ASSISTANT STATE HIGHWAY ENGINEER

A meeting was held beginning at 10 a.m., July 14, 1972, in the large conference room in the State Highway Building, Salem, regarding the paint claim of the subject projects. Persons in attendance are listed on the attached sheet.

Mr. Franzke opened the meeting indicating that when the paint problem was discovered Canron began investigating and assembling data as to its cause. Some of this data was presented to the Oregon State Highway Division; additional data was presented upon request by Oregon State Highway Division. Further data will be presented if specific requests are made. He continued that the State has not indicated what the contractor did wrong or what the contractor did not do that should have been done relative to the paint problem and that he would like to know our thinking in this matter.

Mr. Lindas read excerpts from Pittsburgh Testing Laboratory's painting inspection reports, and a summary of his meeting with Mr. Ken Peterson of Pittsburgh Testing Laboratory. He then queried whether comments indicate a poor application procedure or the paint system itself to be the cause of the problems. He further indicated that the Oregon State Highway Division has paint test panels which were made at the time the trouble began. The panels were described by Dean Mandrell.

Bob Cunningham stated that he has been unable to verify the paint film thickness readings made by Pittsburgh Testing Laboratory on Fremont superstructure members at the paint shop. However, he has not been able to detect any loss of paint since the members arrived in the Portland area.

Mr. Franzke countered that this does not correspond to his findings on the job, and he showed many photos which allegedly showed rusting of superstructure members. His people also found less paint on the members than originally applied.

Mr. Lindas suggested that the rust could be caused by improper application.

Mr. Franzke agreed and stated that inspection should find such and require correction. He said Canron used wet film gages and a wet to dry film ratio to get proper dry film thickness. Calculations based on quantity of paint used show an average of 4 mils ±. Canron and Pittsburgh Testing Laboratory both checked and were satisfied. It is hard to believe painting is cause of rust.

Mr. Lindas wondered why there are problems with the bridge, and no problems with the test panels. He suggested the use of a sweeping motion for application was not correct.

Mr. Franzke insists that the contractor followed Enjay's application instructions as required by specifications. If this produced a bad job, it is no fault of the contractor.

Mr. Jackson said inquiries to Enjay, SSPC, and the Association of Corrosion Engineers indicated that Mr. John Saroyan has most expertise in this system. Mr. Saroyan made chemical tests and reports for the contractor.

Mr. Franzke stated that all expert literature shows sacrifice to continue unless paint is sealed.

There was some discussion and disagreement as to how long zinc paint without a seal coat will last. It depends alot on the atmosphere. Al Johnson brought up the fact that Enjay did not recommend a seal coat.

Mr. Franzke said the contractor recommended this with Enjay approval. This recommendation was made after the problem was discovered in February, 1971. It would not solve the problem to that date, but would solve future problems. Seal coat would slow sacrificial rate, but no one knows how much. He stated that photos show completely painted girders with rust, but did not know where rust came from, and that the girders are being repainted.

Al Johnson countered that only holidays are being painted, i. e., areas not painted before. There was some question as to exactly what the photographs do show.

Mr. Lindas suggested that Mr. Saroyan's report would be of value to the State. He is convinced Mr. Saroyan knows more about this system than any other man.

Mr. Jackson agreed to allow Mr. Lindas to talk with Mr. Saroyan. Mr. Franzke asked Mr. Lindas to get together with him to make arrangements to discuss this matter with Mr. Saroyan. Mr. Lowry suggested Mr. Lindas make a list of questions he has regarding the painting. Mr. Lindas and Mr. Franzke are to get together during the week of July 17.

RWE/ag

cc L. I. Lindas
A. E. Johnson
R. O. Cunningham
J. D. Howard
Charles Lobaugh
R. Shotwell
Ed Hardt
W. J. Hart

cc Dean Mandrell
J. E. Chidsey
Ed Rief
R. A. Franzke-Canron

MEETING RE PAINT, FREMONT BRIDGE
July 14, 1972
Salem, Oregon

In Attendance:

L. I. Lindas, Asst. Attorney General & Counsel	OSHD
R. O. Cunningham	OSHD
J. D. Howard	OSHD
Charles Lobaugh	OSHD
Bob Shotwell	OSHD
Ed Hardt	OSHD
Bruce Jackson	Canron
R. A. Franzke	Canron
Dick Davies	Canron
Terry Lowry	Corrosion Coatings
Walter J. Hart, Bridge Engineer	OSHD
Dean Mandrell, Materials	OSHD
J. E. Chidsey, Materials	OSHD
R. W. Ellison, Bridge Administration Engineer	OSHD
A. E. Johnson, Assistant State Highway Engineer	OSHD
Ed J. Rief, District Inspection Engineer	OSHD

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7312

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Salem, Oregon

August 10, 1972

V. B. Skoog
Controller

L. H. Young
Programing Engineer
E. Fremont Interchange: Unit "A"
Contract 7310

The billing voucher submitted to the Federal Highway Administration for reimbursement of expenditures to July 31, 1972 indicates an amount due of $141,672.04 in federal funds which exceeds the amount of funds set up for the project. In order to collect this amount due it is necessary to submit a revised estimate and modification of project agreement to FHWA indicating the items which constitute the increase in cost. In checking the contract to determine which items of cost were increasing it was noticed that the expenditures for construction engineering as charged to the accounting records to July 31, 1972 on contract 7310 are considerably in excess of the amount authorized on the contract and also the amount indicated as expended on the Progress estimate and cost report for work accomplished to July 5, 1972. Since the construction engineering as charged greatly exceeds the amount allowable on Unit "A" it is not possible to modify the project agreement at this time to collect the additional federal funds indicated as due on the project. Therefore if reimbursement is to be received on these expenditures it is necessary that transfers be made on that portion of the construction engineering as may be applicable to either contract 7311 (Unit "B") or 7312 (Unit "C").

Enclosed is a copy of Mr. Merchant's letter of December 1, 1969 to R. E. Simpson with an attached copy of the procedures which were proposed to simplify all department and inter-department matters. Enclosed also is a tabulation showing the status of engineering charges to the three contracts as of the July 31, 1972 accounting records, the amounts of engineering authorized on each of the contracts and the amounts listed as expended on the Progress estimate and cost Report as of July 5, 1972 on each of the contracts.

cc: W. J. Hart

DAR:kds

E. Fremont Interchange Contracts

Unit "A" Contract 7310 Prefix 626-1017		Unit "B" Contract 7311 Prefix 626-1018		Unit "C" Contract 7312 Prefix 626-1022	

Expenditures shown on Accounting Records as of 7-31-72

900 P	$977,977.98	900 P	$60,601.75	900 P	$48,903.60
900 N	13,063.53	900 N	4,122.14	900 N	1,104.24
915 P	442.34	915 N	31.28	950 P	96.76
950 P	834.36	950 P	53.22		
985 P	284.98	950 N	1.08		
Total	$992,603.19	Total	$64,809.47	Total	$50,104.30

As Shown on Progress Estimate and Cost Report to 7-5-72

$435,540.71	$306,491.61	$64,524.55

Construction Engineering Authorized under the Contracts

$663,273.25	$450,402.82	$110,904.68

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

December 1, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon 97310

Dear Mr. Simpson:

East Fremont, Unit A	Cont. 7310	FAP I-405-8(22)304
East Fremont, Unit B	Cont. 7311	FAP I-405-8(23)304
East Fremont, Unit C	Cont. 7312	FAP I-405-8(24)304

All three contracts were awarded to one contractor, Drake-Willamette Joint Venture. Routine administration of each contract as a separate entity in some instances is not practical. Because of this the contractor has requested certain concessions in the contract specifications and overall project administration. A copy of his request of October 30, 1969, is attached.

In line with our conference of November 21, we are granting certain concessions to the contractor. These are outlined in our letter of November 28, 1969 (copy attached). With your concurrence we will proceed in the manner outlined in this letter. It is mutually advantageous to both the State and the Contractor to combine as many of the duplicating details as possible.

In addition to the items listed in the Contractor's letter request, we will try to simplify all Department and Inter-department reports insofar as possible. A copy of our procedures to accomplish this is attached for your information.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:DH
Attachments

cc Tom Edwards
A. E. Johnson
F. D. Morgan (2)
G. E. Rohde
V. E. Skoog
Laboratory
Robert Shotwell

Routing
Morgan
Docker
Cond
Walker
Johnson
Swan
e

RECEIVED
DEC 1 1969
CONSTRUCTION
DIVISION

EAST FREMONT APPROACH CONTRACTS

PROCEDURE FOR HANDLING MISCELLANEOUS ADMINISTRATIVE PROCEDURES

Department Engineering Charges

E. Fremont Unit A - 7310	$12,994,986.98	54%
E. Fremont Unit B - 7311	8,982,856.29	38%
E. Fremont Unit C - 7312	2,007,348.73	8%
	$23,985,192.00	100%

Charge all items of cost to one prefix. Resident Engineer will, each month, clear this prefix by transferring on a pro rata basis to other assigned prefixes. Resident Engineer can use costs shown on the Job Cost Summary by Crew Report furnished the Resident Engineer monthly by the Accounting Division as a basis for this.

Calendar Day Count Report

One report required. Status of each contract to be shown in separate columns of the report.

Price Agreements, Orders for Extra Work and State Force Orders

If applicable to one unit only, prepare in usual manner; if applicable to more than one unit, list all units involved (with FA project numbers) and State pro rata share chargeable to each unit. Estimates to show amounts chargeable to each unit. Supporting data in usual number of copies for a single unit.

Start and Complete Notices, Stop and Resume Work Orders, Division Inspection Reports

Individual reports for each contract.

Weekly Reports

Resident Engineer to work up form to combine all three contracts in a single report and submit same for approval. Prior to approval individual reports on each contract are to be submitted.

RECEIVED

7312

5

August 3, 1972

Gordon C. Bjork, Ph.D.
President, Linfield College
McMinnville, Oregon 97128

Dear Doctor Bjork:

Below are the contract quantities of reinforcing steel for the Fremont Bridge and approaches. If you need more information, please contact us.

W. Fremont Approaches	14,457,000 lbs.
E. Fremont Approaches	2,712,700 lbs.
Fremont Bridge Substructure	1,950,000 lbs.
Fremont Bridge Superstructure	1,010,000 lbs.
Total	20,129,700 lbs.

Very truly yours,

George M. Baldwin
Administrator of Highways

By

F. B. Klaboe
Deputy State Highway Engineer

OMP:dh ia

bc Tom Edwards
A. E. Johnson
Walt Hart

RECEIVED
JUL 1 1972

FOR FILING

7312

July 6, 1972

Davies, Biggs, Strayer, Stoel and Boley
Twenty-Third Floor
900 S. W. Fifth Avenue
Portland, Oregon 97204

Attention: Richard A. Franzke

Gentlemen:

This is to acknowledge receipt of your letter of June 28 with affidavits concerning the status of several State Highway construction contracts.

Attached are certified copies of the contract and bond pages covering Contract Nos. 7214, 7310, 7311 and 7312.

We are also enclosing a tabulation sheet giving the percent completed, estimated completion date and percent paid as of May 31, 1972, covering the four contracts.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH:dr

DAVIES, BIGGS, STRAYER, STOEL AND BOLEY
LAW OFFICES
TWENTY-THIRD FLOOR 900 SW FIFTH AVENUE
PORTLAND, OREGON 97204

CHARLES A. HART
DAVID L. DAVIES
HUGH L. BIGGS
MANLEY B. STRAYER
THOMAS B. STOEL
PAUL L. BOLEY
FREDERICK H. TORP
JAMES P. ROGERS
RICHARD DEVERS
GEORGE H. FRASER
WILLIAM W. WYSE
JOHN R. HAY
CLEVELAND C. CORY
CLARENCE R. WICKS
ROBERT H. HUNTINGTON
DAVID G. HAYHURST
THOMAS P. DEERING
CAMPBELL RICHARDSON
MILO E. ORMSETH
CHARLES J. McMURCHIE
GARRY R. BULLARD
ROBERT L. RIDGLEY
RICHARD A. FRANZKE
EDWARD L. EPSTEIN
BRIAN G. BOOTH
WILLIAM M. McALLISTER
BARNES H. ELLIS
HOWARD M. FEUERSTEIN

TELEPHONE (503) 224-3380
CABLE ADDRESS: HARTPORT

JOHN E. HUISMAN
BERTRAND J. CLOSE
VELMA JEREMIAH

PHILLIP D. CHADSEY
KENNETH D. STEPHENS
DAVID P. MILLER
TERRENCE R. PANCOAST
HARRY S. CHANDLER
JIM D. KORSHOJ
HENRY H. HEWITT
WALTER C. MINNICK
JERE M. WEBB
RONALD S. GROSSMANN
LUCIAN J. CARSON
RICHARD E. ROY
JEFFREY MICHAEL ALDEN
MILTON R. STEWART
CHARLES F. HINKLE
K. PATRICK NEILL
ROBERT S. QUINNEY
JOY D. ABELE

June 28, 1972

Mr. Floyd Query, Secretary
Oregon State Highway Department
State Highway Building
Salem, Oregon 97310

Dear Mr. Query:

We are counsel for Canron Limited, which was subcontractor for furnishing structural steel on the following contracts:

West Fremont Interchange, Contract 7214,
Prime Contractor - Andersen-Hannan, Joint Venture

East Fremont Interchange, Contract Nos. 7310,
7311, 7312, Units A and B, Prime Contractor -
Drake-Willamette, Joint Venture

With respect to each of the above-mentioned contracts, please advise:

(1) The present status of the work in terms of a percentage of completion and the expected completion date and probable date of formal acceptance;

(2) The status of payments to the prime contractors as of May 31, 1972 in terms of percentage of the total anticipated payments under such contracts.

Enclosed herewith are affidavits by the undersigned pursuant to ORS 279.512 et seq. Please furnish certified copies of the contracts and bonds pertaining to the above-mentioned projects.

7/3
Sent copy to Vince G.
for Info –

Dee, I think Contract & bond pages
6 thru 9 will suffice if identified
by contract no. J.L.

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

Your assistance in these matters will be very much appreciated.

Very truly yours,

Richard A. Franzke

Richard A. Franzke

RAF:pm
Enclosures

RECEIVED
JUN 29 1972
OREGON
STATE HIGHWAY COMMISSION

AFFIDAVIT

STATE OF OREGON)
) ss.
County of Multnomah)

I, RICHARD A. FRANZKE, being first duly sworn, on oath depose and say:

I am counsel for Canron Limited, a subcontractor under Drake-Willamette, a joint venture, pursuant to Contracts Nos. 7310, 7311, 7312, Units A and B, for construction of the East Fremont Interchange, in Portland, Oregon, and I make this affidavit in support of Canron Limited's request for certified copies of the contract and bond pertaining to said project. Canron Limited has supplied labor and materials in connection with said project and has a claim therefor that has not been paid.

Richard A. Franzke

Subscribed and sworn to before me this 28th day of June, 1972.

Patricia A. McCabe
Notary Public for Oregon

My commission expires: 10-15-74

RECEIVED
JUN 29 1972
OREGON
STATE HIGHWAY COMMISSION

	(1) Percent Completed	(1) Estimated Completion Date	(2) Percent Paid To 5-31-72
7214	99.5	7-31-72	98.6
7310	95.2	9-1-72	90.2
7311	98.5	9-1-72	95.6
7312	98.1	9-1-72	94.5

7-5-72
Jim Kinne

RECEIVED
JUN 2? 1972

FOR FILING

OREGON STATE
HIGHWAY DIVISION

7312

HIGHWAY BUILDING • SALEM, OREGON • 97310

DATE June 21, 1972

Federal-aid Project
No. I-405-9(24)304

TO
Glen L. Green, Acting
~~B [illegible] Simpson,~~ Division Engineer
~~Federal Highway~~ Administration
Post Office Box 300
Salem, Oregon 97308

FROM
George M. Baldwin
Administrator of Highways
ORIGINAL SIGNED BY
by R. D. ASBURRY
L. H. Young
Programing Engineer

SUBJECT Request; Change Order Approval

Contract 7312 Extra Work Order No. 22

Project East Fremont Interchange

Highway Stadium Freeway

County Multnomah

The Order covers moving existing signs, installation of Sign No. 15 and appropriate electrical work on the sign bridge at station "L" 370+27.

A Price Agreement will be prepared documenting deletion of the installation of Sign No. 15 as originally planned and crediting the project for that portion of the lump sum item for "Revising Existing Sign Bridge Structures" (Bid Item No. 74) that is related to the original planned installation of Sign No. 15.

This work was tentatively recommended for approval by the Federal Highway Administration Area Engineer on May 23, 1972.

Your approval as of May 23, 1972 is requested.

Attachments

JK:kds

RECEIVED
MAY 30 1972
FOR FIL

OREGON STATE
HIGHWAY DIVISION

7312

HIGHWAY BUILDING • SALEM, OREGON • 97310

DATE May 26, 1972

Federal-aid Project
No. I-405-5(24)304

TO
R. E. Simpson, Division Engineer
Federal Highway Administration
Post Office Box 300
Salem, Oregon 97308

FROM
George M. Baldwin
Administrator of Highways
ORIGINAL SIGNED BY
by R. D. ASBURRY
L. H. Young
Programing Engineer

SUBJECT
Request; Change Order Approval

Contract 7312, Extra Work Order No. 21

Project East Fremont Interchange, Unit C

Highway Stadium Freeway

County Multnomah

All concrete bridge deck surfaces on this project will be treated with a linseed oil deck sealant in accordance with Federal Highway Administration's Instructional Memorandum 40-2-70. This work is necessary to protect the roadway surfaces from the effects of deicing salts.

The work under this Order was tentatively recommended for approval by the Federal Highway Administration Division Bridge Engineer, June 9, 1971.

Your approval as of June 9, 1971 is requested.

RHW:bb

Attachments

RECEIVED
MAY 8 - 1972
FOR FILING

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon

DATE May 5, 1972

TO Mr. H. S. Coulter
Metropolitan Engineer
METRO

7312

FROM ORIGINALLY SIGNED
WALTER J. HART
Walter J. Hart
Bridge Engineer

NOTED
A. E. JOHNSON

SUBJECT East Fremont Interchange
Stadium Freeway
Multnomah County
Contracts 7310, 7311, 7312
Illumination of Railroad Yard

As you requested, we have taken illumination readings in the Union Pacific rail yard at the East Fremont Interchange site. Attached are five copies of drawing 25303, showing the points where readings were taken and a xerox listing of illumination levels at these various points.

From the low light levels observed it does not appear that we are causing any objectionable or hazardous shadows at the present. With the addition of roadway lighting on the structure, we will only be adding an average of 0.040 footcandles which should still not cause any problems.

If we do add lighting under the structures, it would appear that it should be done with underground wiring and light poles or underground wiring with conduit up the columns to lights attached to the columns.

Since either of the above methods could be done at any time, and at the present it doesn't appear that lighting is warranted, we would suggest that a wait-and-see attitude be taken. If this information is sufficient to convince the Railroad that lighting is not needed, so much the better.

DOC:dh
Attachments

cc A. E. Johnson
T. W. Litchfield

RECEIVED
MAY 8 1972
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED

FOR FILING

7312

March 17, 1972

Mr. P. E. Simpson
Division Engineer
Federal Highway Administration
P. O. Box 300
Salem, Oregon 97308

Dear Mr. Simpson:

This will acknowledge your letter of March 6 concerning signing on the Stadium Freeway, the Fremont Bridge and its interchanges.

Representatives of our Traffic Engineering Section will be available to discuss this with representatives of your office at 1:30 P.M. on March 28.

Please advise if this time is not satisfactory.

Very truly yours,

George H. Baldwin
Administrator of Highways

By

R. L. Schroeder
Assistant State Highway Engineer

VPJ:sv jf

bc: Tom Edwards
F. B. Klaboe
L. E. George

RECEIVED
MAR 10 1972
FOR FILING

7312

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

DATE: March 6, 1972

In reply refer to: 10-35-DA

TO : Mr. George M. Baldwin, Administrator of Highways
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Projects I-405-8(17)303 Fremont Superstructure
I-405-8(20)303 West Fremont Interchange
I-405-8(22-24)304 East Fremont Interchange
Stadium Freeway Signing

Several signs on the subject projects are substandard regarding the location of route shields and cardinal direction in accordance with the provisions of the Manual on Uniform Traffic Control Devices. These deficiencies existed under the old manual as well as under the current issue. The signs containing deficient route shield placement are as follows:

West Fremont
  Signs No. 8, 9, 10, 11, 12, 13, 16 & 17
East Fremont (Unit "A")
  Signs No. 16, 17, 31 & 32
East Fremont (Unit "C")
  Signs No. 2, 4 & 5
Fremont Superstructure
  Signs No. 1, 2, 4 & 5

Initially some of these signs did not contain a route shield and our memorandum to Mr. Cooper dated February 20, 1969, documented the Federal Highway position in that regard. The reply dated March 5, 1969, indicated that route shields would be added and stated the reasoning used in the initial design. The route shields were then added to the bottom of the signs below the legend with the evident intent to avoid increasing the height of the signs. The results contain significant deficiencies.

We would like to discuss with your engineers at an early date these revisions which can be made in the signing on these projects to conform more appropriately with the UMTCD and other signing in the area. Please advise of a convenient meeting time.

3-10-72
REFERRED TO
BY DEPUTY STATE HIGHWAY ENGINEER

RECEIVED
MAR [illegible] 1972
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
[illegible]

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAR 22 1972
FOR FILING

7312

#5

February 25, 1972

Willamette River Constructors
1740 N. W. Flanders Street
Portland, Oregon 97209

Gentlemen:

The State Highway Commission on February 22, 1972, considered your request for an extension of time on Contract Nos. 7310, 7311 and 7312 for work on the East Fremont Interchange on the Stadium Freeway in Multnomah County.

An interim extension of 210 days without assessment of liquidated damages was approved by the Commission.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:kl

bc F. D. Morgan
Walt Hart
V. E. Skoog
L. W. Bullen
Robert Shotwell
Federal Highway Administration

RECEIVED
NOV 11 1971
BRIDGE DIVISION

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 7312 Contractor Drake-Willamette, Joint Venturers

Highway Stadium Freeway

Section East Fremont Interchange Unit C

Kind of Work Grade, Paving, Strs. & Traffic Control Devices

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ or GRANTED. The reasons for such recommendation are as follows:

~~[illegible]~~.
Grant 99 days for strikes and 111 days for structural steel ring revisions.
Grant a total of 210 days without assessment of liquidated damages.

Recommended for Approval:

Edward [illegible] Hardt
Assistant Division Engineer

Walter J. Hart
Construction Engineer or Bridge Engineer

F B Klaboe
~~[illegible]~~ Dep State Highway Engineer

SP*6300-734

Contract No. 7312
Project designation Federal (State-Federal)
Date awarded September 11, 1969
Work started November 3, 1969
Per cent completed 95.5 ~~[illegible]~~ Date (2-4-72) ~~[illegible]~~
No. of Workdays Allowed ~~[illegible]~~ 755
No. of Workdays Used ~~[illegible]~~ 726(2-4-72)
No. of Added Workdays Requested 210 ~~[illegible]~~

E-330 (Rev.)—5M—9-64

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon 97310

Date October 18, 1971

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 770 days to 1,135 days, within which to complete our Contract No. 7312, without the assessment of liquidated damages. The said contract is described as follows:
UNIT C - EAST FREMONT INTERCHANGE SECTION - STADIUM FREEWAY HIGHWAY, MULTNOMAH COUNTY

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

1) See Drake-Willamette Letter of 9/23/71 to O.S.H.D. Requesting Time Extension and listing reasons therefore
2) See attached Supplemental Letter of October 18, 1971

Respectfully submitted,

DRAKE-WILLAMETTE, JOINT VENTURERS
Contractor

By
R. E. Grant, Attorney-In-Fact

CONSENT OF SURETY

Date October 18, 1971

We, THE TRAVELERS INDEMNITY COMPANY, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

James F. Darby
James F. Darby, Attorney-in-fact

James F. Darby
Resident Agent

(SEAL)

RECEIVED
FEB 16 1972
FOR FILING

I-405-8(24)304

7312

February 15, 1972

Oregon State Highway Commission

Gentlemen:

Contracts 7310, 7311 and 7312
Request for Extension of Time
No. 5
February 22, 1972 Meeting

(490)

Drake-Willamette, Joint Venturers, contractor for the construction of the East Fremont Interchange on the Stadium Freeway (I-405) in Multnomah County, has requested that it be granted additional calendar days in which to complete the contract work without assessment of liquidated damages.

To generate competitive bidding, this work was advertised in three sections -- Unit A, Unit B, and Unit C. Drake-Willamette was the successful bidder on all three units, and has pursued it as one project.

All three of the above contracts were awarded September 11, 1969 and had a completion date of October 21, 1971. Unit A is now 92 percent complete and will govern the overall project completion. A shutdown order has been in effect, since the remaining work to be done (steel painting and concrete deck placement) is dependent upon favorable weather.

Short-term strikes, some necessary fabrication revisions, a request from the Federal level for deck sealing, and painting delays have been encountered. This is a Federal-aid project and thus far, we have the concurrence of the Federal Highway Administration for a time extension of 210 days, which covers unforeseen delays to the contractor due to strikes and steel ring revisions.

I recommend that the contractor be granted a 210-day extension of time without assessment of liquidated damages. This is an interim extension of time, and it is expected that additional time due to other delays will be requested by the contractor at a later date.

This matter will be on the agenda for your consideration at the February 22 meeting.

Very truly yours,

George M. Baldwin
Administrator of Highways

By

Tom Edwards
State Highway Engineer

bc Floyd Query (enc.)
George M. Baldwin
F. B. Klaboe (enc.)
A. E. Johnson "
Walter J. Hart
F. D. Morgan
V. E. Skoog
L. H. Young
Gary Ross
Gary Sund
L. W. Rulien

RJW:ag/TE:ja

Form FHWA-121 (12-6...

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

TO : Mr. George M. Baldwin, Administrator of Highways
Salem, Oregon

DATE: February 1, 1972

In reply refer to: 10-35-DA

FROM : for R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-405-8(22-24)304
East Fremont Interchange
Stadium Freeway
Contracts 7310, 7311 and 7312
Extension of Contract Time

Mr. Johnson, by letter dated January 25, has requested concurrence in a proposed 377-day extension of contract time. In order to avoid unnecessary complications in contract administration, and because of the current status of work on all three contracts, I agree that time delays on Unit "A" have a direct bearing on the other units. For this reason I concur in your proposal to treat the three contracts as one for time accounting purposes.

The data submitted in Mr. Johnson's letter includes time extensions for Extra Work Order No. 9 and change orders covering deck seal work, which has not yet been done. I take this opportunity to remind you that time could have been agreed upon at the time prices were negotiated and made a part of the approved orders. I suggest that you review current time administration procedures with this in mind.

I concur in the proposed time extension with the exception of Item 6 in your letter. The problems mentioned with zinc primer repairs and paint difficulties are not resolved as to responsibility. Consideration of time in connection with zinc and paint problems should be a part of the total analysis on that item.

Your support data covers a total of 439 days but the proposed extension is 377 days. I assume that the difference represents overlap of delay time. Excluding the painting delays, Item 6, from the recommended 377 day extension results in 210 days. For Federal participation purposes a 210-day extension is approved. I understand that there may be other factors that would warrant further consideration at a later date.

2-4-72
REFERRED TO
Johnson
DEPUTY STATE HIGHWAY E...

NOTED
F. B. KLABOE

RECEIVED
FEB 3 1972
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JAN [illegible] 1972

FOR FILING

I-405-8(24)304
7312

January 25, 1972

Mr. R. E. Simpson
Division Engineer
Federal Highway Administration
P. O. Box 300
Salem, OR 97308

467

Dear Sir:

East Fremont, Contract 7310, Unit A, FAP I-405-8(22)304
East Fremont, Contract 7311, Unit B, FAP I-405-8(23)304
East Fremont, Contract 7312, Unit C, FAP I-405-8(24)304
Your File: 10-35-DA

Your January 6, 1972 letter has been received wherein you request more complete support data for a time extension request of 377 days for the above projects.

When the contractor's proposals for the above three units were accepted, the State also accepted a credit on the total cost of the project of $1,385,000. This credit was offered by the contractor as consideration for his being awarded all three contracts. It is felt that as far as completion dates are concerned, the three projects should be combined into one. Your concurrence in a 95-day time extension for Unit C in letters dated August 2 and August 17, 1971, stated that simultaneous completion of all units of the interchange is desirable.

The contract which has been delayed the longest should govern the completion date for all three. The percentage of contract work completed as of January 15, 1972 is as follows:

Unit A - 92%
Unit B - 97%
Unit C - 95%

Since Unit A is the largest contract and more work remains to be done on Unit A, it is felt that this unit will govern the overall project completion.

In view of the foregoing, I have listed below support data for delays to Unit A of the East Fremont Interchange. Those delays total 439 days.

1. Strikes in Vancouver, B.C.

The strikes listed below took place in Vancouver, B.C., Canada, and delayed the delivery of structural steel to the Vancouver site. In all cases, the placement of column and cap concrete was such that the project was delayed because the structural steel components did not arrive when they were ready to be erected.

(a) The operating engineers and iron workers' strike took place at the Canron plant from February 12 to February 20, 1970. It prevented final fabrication of girders which had arrived from Japan.

(b) The Canadian Merchant Service Guild struck against the British Columbia Tugboat Owners Association from May 3 to June 15, 1970. It halted all marine towing on the British Columbia coast, which prevented shipments of steel to Oregon and prevented the receiving of semifabricated girders from Japan.

(c) The boiler makers and marine workers' strike occurred from May 4, to May 11, 1971. There was no production in either of the Canron plants, which prevented both girder and steel ring components from being shipped.

Contractor Delayed 59 Days.

2. Painters' Strike.

The placement of deck concrete on the project, a critical path item at this time, was delayed from June 3 to June 28, 1971.

Contractor Delayed 25 Days.

3. Carpenters' Strike.

The forming for deck slabs, also a critical path item at this time, was delayed because of a carpenters' strike at the job site from June 29 to July 13, 1971.

Contractor Delayed 15 Days.

4. Steel Ring Revisions.

Steel ring revisions were necessary to prevent overstress at certain bent locations. The contractor was notified and told to hold up fabrication of these rings on February 17, 1971. On May 13, 1971, the revised steel members were delivered to the job site. The contractor was unable to erect this group of structural steel as originally planned. Maximum use of equipment and labor could not be effected because of this revision work, nor could increased equipment and labor forces be utilized as planned. The total time that job progress was delayed was 126 days; 87 days to the time when the steel was delivered and 39 days for performance of the special erection work under Extra Work Order No. 9. Eight days, however, overlapped with the boiler makers and marine workers' strike at Vancouver, B.C.

Contractor Delayed 118 Days.

5. Concrete Deck Seal.

When the nation-wide program initiated by the Federal Highway Administration of sealing bridge decks was begun, change orders were written to seal the decks with linseed oil. This is added work and requires a minimum temperature of 45° and a thoroughly dry deck. It will be the last work to be done and it is estimated that it will take 55 calendar days to treat the 484,000 square feet of deck.

Estimated Contractor Delay 55 Days.

6. Painting.

Vinyl painting following exterior zinc primer repairs on the structural steel cannot start until temperature and humidity conditions improve, since the painting is dependent upon dry and relatively warm weather. It is estimated that this painting cannot begin until approximately April 15, 1972. The project is delayed since the remaining items of work, the signing and illumination, must follow behind a certain distance from the painting to avoid damage to the finished work items.

Estimated Contractor Delay 167 Days.

With your concurrence I propose to recommend to the Highway Commission that the contractor be granted a 377-day extension on all three contracts of the East Fremont Interchange, all without assessment of liquidated damages. This should be considered an interim extension as the delays occasioned by the bubbling and blistering of the vinyl paint has not been evaluated and should additional time be necessary, we will give this item further consideration.

Very truly yours,

George M. Baldwin
Administrator

By

A. E. Johnson
Assistant State Highway Engineer

bc George M. Baldwin
Tom Edwards
F. B. Klaboe
Walt Hart
H. S. Coulter
R. O. Cunningham

RJW:dh ja

RJW

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

TO : Mr. George M. Baldwin, Administrator of Highways
Salem, Oregon

DATE: January 6, 1972

In reply refer to: 10-35-DA

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-405-8(22-24)304
East Fremont Interchange
Stadium Freeway
Contracts 7310, 7311 and 7312
Extension of Contract Time

Careful study and consideration have been given to Mr. Johnson's December 21 letter requesting concurrence in time extensions on these three contracts. Mr. Johnson's letter proposes a 377-day extension to each contract.

Federal participation cannot be approved based on the data submitted with your request. Action by the Federal Highway Administration will be deferred pending receipt of detailed support data to justify your proposed time extensions.

1-11-72
REFERRED TO
BY DEPUTY STATE HIGHWAY ENGINEER

RECEIVED
JAN [illegible] 1972
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

RECEIVED
JAN 14 1972
BRIDGE DIVISION

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

I-405-8(24) E. Fremont Interch. Section 1969
304 of Stadium Freeway, in Portland
#7312 (Unit C) Folder #1

C4A 3926

RECEIVED
JAN 5 1972
FORM E-30 5SM 7-59 22124
FOR FILING

I-405-8(24)304
7312

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97227
December 23, 1971

SUBJECT: East Fremont Interchange Units A,B,C
Contract No's. 7310,7311,7312
Prefix No's. 626-1017,-1018,-1022
Bridge No's. 8958-1,-2,-3
F.A.P. No's. I-405-8(22,23,24)304

To:
Mr. R.L. Schroeder
Metropolitan Engineer
5821 N.E. Glisan Street
Portland, Oregon 97213

Attention: Ed Hardt

At a recent meeting with Jack Gray of Drake-Willamette, Joint Venturers a slowdown in construction on the East Fremont Contracts was discussed.

The slowdown is primarily due to winter weather not allowing painting of structural steel to proceed. The need to paint the interior of the trapezoidal box beams prior to concrete deck placement is the most critical problem.

Our last deck pour took place on December 17, 1971. This completes deck work on Unit A to the following locations:

EW line between Pier 10 - Pier 11
WE line between Pier 10 - Pier 11
SW line between Pier 1 - Pier 2
WS line between Pier 1 - Pier 2

Therefore deck remaining to be poured is from these locations to Pier 2E.

All deck work is complete on Unit B and Unit C.

The contractor has cut his work force to about 40 men and work progresses on installation of deck expansion joints, parapet rail concrete finishing and other miscellaneous items that can be performed.

Based on last years weather I would assume that painting would commence in March, deck concrete would follow and would take 3-4 months. The remaining work after decks should see the job complete in late summer.

Very Truly yours,

Robert E. Shotwell
Resident Bridge Engineer

RES:rsr

NOTED
A. E. JOHNSON

CC: A.E. Johnson w/encl.
Ivan D. Merchant w/encl.
Files (3).

RECE[illegible]
JAN 3 19
OFFICE OF
STATE HIGHWAY ENGINEER

DONALD M. DRAKE COMPANY
1740 N.W. Flanders Street
Portland, Oregon 97206

WILLA[illegible]TTE-WESTERN CORPORATION
Foot of N. Portsmouth Avenue
Portland, Oregon 97203

DRAKE - WILLAMETTE JOINT VENTURERS
EAST FREMONT INTERCHANGE PROJECTS
1201 N. Loring Street
Portland, Oregon 97227

December 8, 1971

Oregon State Highway Department
Metro Engineer
1101 N. Russell Street
Portland, Oregon 97227

Attention Mr. Robert Shotwell, Resident Engineer

Re: O.S.H.D. Contracts Nos. 7310, 7311 and 7312
Time Extension Requests

Gentlemen:

At a brief meeting with you on November 29, the impossibility of continuing full-scale construction operation at the subject project was discussed.

Primary inability to proceed is a function of inclement weather which has prevented painting work from being completed on the interiors of girders in units WE 5 and EW 4.

It is mutually understood that the Oregon State Highway Department concurs in this thinking.

Yours very truly,

DRAKE-WILLAMETTE JOINT VENTURERS

John R. Gray,
Project Manager

METROPOLITAN ENGINEER
RECEIVED
DEC 22 1971
☐ ME ☐ AME ☐ AMS ☐ MOE ☐ MDE ☐ MTE

RECEIVED
DEC 22 1971

FOR FILING

I 405-8(24)-04
7312

December 21, 1971

Mr. R. E. Simpson
Division Engineer
Federal Highway Administration
P. O. Box 300
Salem, OR 97308

Dear Sir:

East Fremont Contract 7310 (Unit A) FAP I-405-8(22)304
East Fremont Contract 7311 (Unit B) FAP I-405-8(23)304
East Fremont Contract 7312 (Unit C) FAP I-405-8(24)304

Allotted calendar days set up in Contracts 7310 and 7311 forecast a completion date of October 21, 1971, and July 18, 1971 for Contract 7312.

The contractor has suffered innumerable delays, some due to conditions under his control and some due to conditions beyond his control, and has presented a request for an extensive extension of time. We feel this request merits action at this time. Data pertinent to this request is as follows:

Item	7310	7311	7312
Contract calendar days, starting 9/27/69	755	755	660
Authorized time extension	-0-	-0-	95
Total authorized calendar days	755	755	755
Authorized calendar days expire	10/21/71	10/21/71	10/21/71
Estimated completion date	11/1/72	11/1/72	11/1/72
Estimated calendar days total to 11/1/72	1,132	1,132	1,132
Excess-Estimated calendar days over authorized	377	377	377
Delays-Actual and anticipated See schedule attached	456	488	318
Contractor's request	368	337	365

Intermediate completion dates specified in Contracts 7310 and 7312 were waived by price agreements on both contracts.

The apparent intent of the contractor's request was to advance the completion dates for the three contracts to on or about November 1, 1972.

The work is currently under a shutdown order effective about November 1 because of weather conditions unsuitable for satisfactory painting. It is expected that this shutdown order will be in effect, except for possible intermittent days, until about mid-April, 1972.

Unit A, Contract 7310, will probably be the control unit in completion of the three contracts. Deck slab pouring on this unit cannot proceed until the interior of the steel girders are given the final vinyl coat.

Major work to follow completion of all of the painting will be signing, parapet railing, and lighting poles and luminaires. This work can be dovetailed behind the start of vinyl painting but must follow behind a certain distance to avoid damage to finished work items.

During the progress of the work 22 price agreements and orders for extra work in an aggregate amount of $137,941 were written on Contract 7310; 21 in the amount of $78,968 on Contract 7311; and 32 in the amount of $45,302 on Contract 7312. It is not possible to determine the effect of these numerous orders involving plan changes and extra work on the contractor's construction schedule. It is felt that the allowances made for some of the major items, as listed in the schedule of delays, is a reasonable appraisal of the delays occasioned by the orders. It may be necessary to consider some of the other orders at a later date.

With your concurrence, I propose to recommend to the Highway Commission that the contractor be granted a 377-day extension on Contract 7310; a 377-day extension on Contract 7311; and a 377-day extension on Contract 7312, all without assessment of liquidated damages. This brings the three contracts to a common completion date.

This should be considered an interim extension, as the delay occasioned by the vinyl paint problem has not been evaluated and should additional time be necessary, we will want to give this item consideration.

In view of the recent developments in progress on the Murphy Pacific contract for the superstructure within the project limits, it is apparent that the entire East Fremont complex will be ready for traffic well before it can be put to full use by traffic.

Very truly yours,

R. L. Porter
State Highway Engineer

By

A. E. Johnson
Assistant State Highway Engineer

bc R. L. Porter
Tom Edwards
Ivan Merchant
R. L. Schroeder

CAG:dh ja

DELAYS

No.	Item	7310	7311	7312
1	Operating Engineers and Iron Workers strike at Canron plant, Vancouver, B.C. Feb. 12, 1970 to Feb. 20, 1970	8	8	
2	Tugboat strike in Vancouver B.C. harbor Canron plant May 3, 1970 to June 15, 1970	43	43	
3	PA 10 - Steel ring revision Hold up in fabrication from Feb. 17, 1971 to May 13, 1971, which is the period of time the revised drawings were received to delivery date. Total time elapsed 87 days - 8 days overlap with Item 4	75		
	Estimated delay OEW9 - Ring WE9	6		
	Estimated delay OEW9 - Ring WE12	27		
	Estimated delay OEW9 - Ring 2E	6		
4	Strike - Canron plant Vancouver, B.C. May 4, 1971 to May 11, 1971	8	8	
5	Painters strike - Jobsite June 3, 1971 to June 28, 1971	25	25	25
6	Carpenters strike - Jobsite June 29, 1971 to July 13, 1971	15	15	15
7	Revised deck pour sequence Estimated time to move into Spans WE-13, EW 11 and EW-13 to perform this work along with OEW#9 - Considered to be interruptions to normal work schedule	21		
8	Redesign deck expansion joints Time for fabrication (Start 7/6/71) 126 Time for installation(18jts. @ 9 da.) 162 288			
	Fab. time lapse 7/6/71 to compl.-106		182	
9	Construct temporary guard rail on SE line			8

No.	Item	7310	7311	7312
10	Modify deck expansion Joints (PA13) To fab. shop 7/20/71 and returned 10/1/71			73
11	Concrete deck sealing Projected OEW - Estimate	55	40	30
12	Stop Work Order - Weather Unsuitable for painting 11/1/71 to 4/15/72	167	167	167
	Total delays	456	488	318

FREMONT BRIDGE COMPLEX PROJECT INFORMATION

PROJECT	CONTRACT NO.	CONTRACTOR	DATE AWARDED	DATE COMPL.	LENGTH (LANE FT.)	QUANTITIES STRUCT. STEEL (LBS.)	CONCRETE (CY)	REINFORCE. (LBS.)	ENGINEERING CONSULTANT	EXPENDITURES CONTRACT AMOUNT	TOTAL* AMOUNT	AMOUNT FOR ENGINEER CONSULT.
/ Fremont Bridge Pier Const.	7124	Peter Kiewit Sons' Co.	2-27-68	5-13-70	N/A	520,000	38,000	1,950,000	Parsons, Brinkerhoff, Quade & Douglas	3,370,072	4,188,200	714,000
	✓$415,858											
/ Fremont Bridge Superstructure	7276	Murphy-Pacific Enterprises	7-3-69	Est. 1973	17,300	17,450,000	3,910	1,010,000	"	21,833,293	24,054,902	Included in above
West Fremont Interchange	7214	Anderson-Hannan	4-29-69	Est. 1972	36,000	15,952,000	65,647	19,150,000	Howard, Needles, Tammen & Bergendoff	18,893,289	20,868,473	1,653,642
	✓$3,925,761											
West Fremont Interchange (Unit 2)	7623	Drake-Willamette	8-26-71	Est. 1972	Included in above	126,200	11,270	3,885,300	"	3,270,487	3,715,410	Included in above
East Fremont Interchange, Unit "A"	7310	Drake-Willamette	9-11-69	Est. 1972	32,000	16,156,000	19,817	4,388,500	"	12,994,987	13,928,738	Included in above
East Fremont Interchange, Unit "B"	7311	Drake-Willamette	9-11-69	Est. 1972	Included in above	8,740,800	15,725	2,989,400	"	8,982,856	9,450,459	Included in above
	✓ $991,320											
East Fremont Interchange, Unit "C"	7312	Drake-Willamette	9-11-69	Est. 1972	Included in above	352,500	8,252	2,712,000	"	2,007,349	2,218,094	Included in above
TOTALS	$5,332,939					69,297,500	162,621	36,085,200		71,352,333	78,432,276	2,367,642

TOTAL COST FREMONT BRIDGE COMPLEX $80,799,918

5332939

$86,132857

* Includes Additional Anticipated Items, Contingencies, and Construction Engineering

NOTED
DON EDWARDS

4623

SEP 23 2 50 PM '71

ERS

SECR STATE

FILED
SEP 23 1971
CLAY MYERS
SECRETARY OF STATE

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • • • SALEM, OREGON • • • 97310

H(24)304

7312

September 22, 1971

Town Concrete Pipe, Inc.
P. O. Box 66064
Portland, Oregon 97266

NOTED ON CARD
9-28-71 kl

Attention: R. [illegible] Town, Jr.

Gentlemen:

This is to acknowledge receipt of your letter of September 16, 1971, informing us that you have a claim for supplying materials in the amount of $7,531.70 against the bond obtained by C. J. Montag and Sons, as principal, from Fireman's Fund American Insurance Companies, as surety, on Contracts 7310, 7311 and 7312.

This appears to be in reference to the Willamette River Constructors three contracts, East Fremont Interchange, Stadium Freeway Projects in Multnomah County, Units A, B, and C.

The Travelers Indemnity Company and General Insurance Company of America furnished the performance bond on these contracts. We will advise them of the receipt of your claim, and we will also forward it to the Secretary of State for filing.

Please let us know when your claim has been paid.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc The Travelers Indemnity Company
General Insurance Company of America
Willamette River Constructors

bc Secretary of State - Please acknowledge receipt of the attached
Commission claim on the enclosed copy of this letter. ✓

NOTED
C. W. HEAD

RECEIVED
SEP 24 1971
OREGON
STATE HIGHWAY COMMISSION

Form E-123

TOWN CONCRETE PIPE, INC.
P.O. BOX 66034 PORTLAND, OREGON 97266

TELEPHONE: 777-3301

PLANT LOCATIONS: 6803 S.E. JOHNSON CREEK BLVD.
755 N.E. COLUMBIA BLVD.

MEMBER: OREGON CONCRETE PIPE ASSOCIATION
AMERICAN CONCRETE PIPE ASSOCIATION

September 16, 1971

Oregon State Highway Department
State Highway Building
Salem, Oregon

Notice is hereby given that Town Concrete Pipe, Inc. has a claim for supplying the following materials; concrete sewer pipe, manhole materials, and fittings, in the sum of $7,581.70 against the bond obtained by C.J. Montag and Sons, as principal from Fireman's Fund American Fund Insurance Companies, as surety, for the work of Oregon State Highway, Stadium Freeway, East Approach to Fremont Bridge, Contracts: # 7310, # 7311, and # 7312 .

Town Concrete Pipe, Inc.

R.A. Town Jr.
R.A. Town Jr.
President

Registered Letter: Return Receipt Requested

CC Fireman's Fund
Attention: Ross Engle.

RECEIVED
SEP 20 1971
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

MANUFACTURERS OF CONCRETE SEWER AND CULVERT PIPE - PRECAST MANHOLES - LOW HEAD PRESSURE PIPE - TRANSFORMER VAULTS - SPECIALTY ITEMS

RECEIVED
SEP 28 1971

1859

I-405-8(24)304
7312

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

September 21, 1971

Mr. R. E. Simpson
Division Engineer
Federal Highway Administration
P. O. Box 300
Salem, Oregon 97308

Attention Mr. Herbert A. Schell, Jr.

Dear Mr. Simpson:

Fremont Bridge Fabrication
Panel Point 3

At the time the cracked welds at panel point three at the junction between the arch rib and tie girder and machined junction piece was discovered, the question arose as to the method of assembly of the entire piece. I am sending you two copies of the following information received from our consultants, our inspection agency, and the fabricator. This material is for your information.

1. Two copies of a letter dated August 17, 1971, from Parsons, Brinckerhoff, Quade & Douglas, Inc. The material mentioned in the first paragraph of the letter is not attached as it is not applicable to the problem.

2. Two copies of a letter dated August 18, 1971, with one sheet of welding procedure qualification tests, Report No. 9, and one sheet of assembly sequences as prepared by Murphy Pacific. This sketch indicates the actual sequence of operations in the assembly of the completed piece.

3. Two copies of a letter dated September 9, 1971, from Pittsburgh Testing Laboratory together with a narrative of the welding prequalifications with copies of four letter-size sheets referring to the welding procedure qualification.

NOTED
A. E. JOHNS

Mr. R. E. Simpson
Page 2
September 21, 1971

4. Two copies of a letter dated September 15, 1971, from Pittsburgh Testing Laboratory with two sheets of a narrative and a letter-size sheet of the assembly procedure for the piece in question.

This material has been gathered at your request for your information and for the information of your Washington, D.C. office.

Very truly yours,

R. L. Porter
State Highway Engineer
By

Ivan D. Merchant
Bridge Engineer

IDM:dh
Attachments

cc A. E. Johnson
L. H. Young
V. E. Skoog

RECEIVED
SEP 21 1971
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 11 1971

FOR FILING

I-405-8(24)304
7312

#8

September 10, 1971

Willamette River Constructors
1740 N. W. Flanders Street
Portland, Oregon 97209

Gentlemen:

The State Highway Commission at its meeting on September 8, 1971, granted your request for an extension of 75 calendar days on Unit C, without assessment of liquidated damages, on Contract No. 7312 for work on the East Fremont Interchange Section of the Stadium Freeway in Multnomah County.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc F. D. Morgan
I. D. Merchant
V. E. Shaag
R. L. Schroeder
R. Shotwell
Federal Highway Administration

fkn:kl:dr

RECEIVED
SEP 2 1971
FOR FILING

I-405-8(24)
7312

September 1, 1971

Oregon State Highway Commission

Request for Extension of Time
No. 8
September 8, 1971 meeting

Gentlemen:

Prior to advertising for bids on the three units (A, B, and C) of the East Fremont Interchange project, the specifications were written anticipating the possibility of each unit being awarded to a different contractor and required certain work to be completed at various times in order to provide the least conflict between contractors' working forces and allow an orderly completion of the work. Receipt of bids resulted in award of all units to the same contractor, Willamette River Constructors (name subsequently changed to Drake-Willamette Joint Venturers), Contract No. 7312. Such award eliminated the need for completion dates designed to provide for coordination between contractors.

The contractor now requests an increase in the contract time on Unit C to allow simultaneous completion of all units as one project. Access to Units A and B is through Unit C, thus necessitating the use of Unit C as an access ramp by the contractor's forces until Units A and B are completed. Use of Unit C as a ramp somewhat complicates the early completion of that unit. Unit C by itself is not usable by the traveling public and must be combined with completed Units A and B to provide a useful facility. Early completion of Unit C presents no advantage to the State or traveling public. Final inspection and acceptance of these units will be more efficient if all units are finalized at one time rather than at two different times as now specified.

A second inspection of Unit C for possible damage incurred during the final stages of Units A and B will also be eliminated by common completion.

Completion of Unit C as specified requires restoration of the Minnesota Freeway to a capability of handling the normal traffic flow at the specified time of completion. In order to provide this capability within the originally specified time of 660 calendar days, the contractor agrees to move the existing barricade on both the northbound and southbound Minnesota Freeway out into the shoulder area sufficient to restore the original traffic lanes and allow normal traffic flow.

In view of the circumstances prevailing at the time of specifying an early completion date for Unit C and the subsequent effect of letting all units to a single contractor and since no advantage is gained by the State or the traveling public with an early completion of Unit C, I recommend the contractor be granted a 93-calendar day extension on Unit C (Contract 7312) without assessment of liquidated damages. This waives liquidated damages for the 93-day period.

This is a Federal-aid project and we have the concurrence of the Federal Highway Administration.

This matter will be on the agenda for your consideration at the September 8 meeting.

Very truly yours,

R. L. Porter
State Highway Engineer

cc Floyd Query
Tom Edwards
A. E. Johnson
Victor D. Wolfe
I. D. Merchant
F. D. Morgan
V. E. Skoog
L. H. Young
R. L. Schroeder

CAG:dh fn

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 7312 Contractor Drake-Willamette, Joint Venturers

Highway Stadium Freeway

Section East Fremont Interchange Unit c

Kind of Work Grading, Paving, Structures and Traffic Control Devices

It is recommended that the request for increase in the number of workdays within which to complete said contract be [redacted] or GRANTED. The reasons for such recommendation are as follows:

The addition of the calendar days requested will make the completion date for Unit C coincide with those of Units A and B. Since access for Units A and B is through Unit C, this will allow a more orderly prosecution and acceptance of all three Contracts.

Recommended for Approval:

Edward L. Hardt
~~Assistant~~ Division Engineer

Ivan V. Merchant
~~Construction Engineer or~~
Bridge Engineer

A. E. Johnson
~~Assistant~~ State Highway Engineer

Contract No.	7312
Project designation (State-Federal)	Federal
Date awarded	September 11, 1969
Work started	October 31, 1969
Per cent completed (Date)	91.248% (6-5-71)
No. of Workdays Allowed	660
No. of Workdays Used	618
No. of Added Workdays Requested	95

Received 7-2-71 Metro

[illegible] (Rev.)—5M—9-64

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon 97310

Date May 27, 1971, 19

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 660 days to 795 days, within which to complete our Contract No. 7312, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

Please refer to our request letter of May 17, 1971., we agree to move the existing barricade on both the North bound and South bound Minnesota Freeway back on the shoulder so that normal flow of traffic may be resumed. This work will be done by August 1, 1971.

Respectfully submitted,

Drake-Willamette, Joint Venture
Contractor

By
R. E. Grant - Attorney in Fact

CONSENT OF SURETY

Date June 1, 1971

We, THE TRAVELERS INDEMNITY COMPANY, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

James F. Darby
Attorney-in-fact
James F. Darby

(SEAL)

James F. Darby
Resident Agent
James F. Darby

DONALD M. DRAKE COMPAN
1740 N.W. Flanders Street
Portland, Oregon 97206

WILLAMETTE-WESTERN CORPORATION
Foot of N. Portsmouth Avenue
Portland, Oregon 97203

DRAKE - WILLAMETTE JOINT VENTURERS

EAST FREMONT INTERCHANGE PROJECTS

1201 N. Loring Street
Portland, Oregon 97227

May 17, 1971

Oregon State Highway Department
1101 N. Russell Street
Portland, Oregon 97227

Attn: Robert E. Shotwell, Resident Bridge Engineer

Re: East Fremont Interchange
O.S.H.D. Contract No. 7312

Dear Sirs:

With reference to section 8-8, "Increase in time for performance of Contract", of the Standard Specifications, we respectfully request that the time for completion on Contract No. 7312 (Unit "C") be extended to coincide with contract 7310 and 7311 (Units A and B).

In that Unit C is an integral part of the total three contracts, as far as availability to traffic is concerned, and that Unit "C" will be required for access to Units A and B, during construction, thus creating a difficulty in completing some of the items until access ramps are removed, it is felt that a common completion date would definitely make for a more efficient cleanup and selling process.

An extension to a common date would also make final inspection more efficient, as all items could be finalized at one time rather than two inspections, as set up now.

Your earliest review and approval will be appreciated.

Very truly yours,

William A. Bugge
Project Manager

dj

RECEIVED
MAY 19 1971
ROBERT E. SHOTWELL
RESIDENT BRIDGE ENGINEER

RECEIVED
AUG 20 1971
FOR FILING

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

I-405-8(24)304
7312

DATE: August 17, 1971

In reply refer to: 08-35-DA

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-405-8(24)304
East Fremont Interchange, Unit "C"
Stadium Freeway
Extension of Contract Time

Based on Mr. Merchant's August 5 letter our August 2 approval is modified from 65 days to 95 days due to an error in the initial request. This action is as requested by Mr. Merchant.

RECEIVED
AUG 19 1971
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
[illegible] 71
[illegible] FILING

I-405-3(24)304
7312

August 16, 1971

Drake-Willamette Joint Venturers
1201 N. Loring Street
Portland, OR 97227

corrected page in #7310

Gentlemen:

Re: East Fremont Interchange
Contracts 7310, 7311, 7312

Based on meetings between the affected contractors, Canron, Cantest, and Harlan, we have determined that girders having a prime coat zinc covering of 2.0 mils thickness will be acceptable for covering with the final vinyl coat subject to the repairing of erection scars, skips, holidays, and rust.

A list of the beams which our measurements have determined to be unsatisfactory is as follows:

UNIT	GIRDER SECTION
SW2	A-1
SW3	A-3, 4, 6
	B-3, 4
WN1	A-2, 3, 4, 5, 6, 7
	B-3, 4, 5
NW2	A-1, 3, 4
	B-1, 2, 3, 4
WS1	A-5, 7, 9
	B-3, 4, 7, 8, 10
	C-3, 4, 7, 9, 10
	D-3, 4, 5, 6, 7, 8, 9
EW3	A-3, 5, 7, 8, 9, 10
	B-3, 5, 8, 9, 10
	C-6, 7, 8, 9
	D-3, 4, 5, 6, 7, 8, 9, 10

In order that controversy involving the cost of repairs to the prime coat painting be properly adjudicated, I would suggest you arrange through John Bond, Construction Administration Engineer, to bring these matters before the Claims Review Board at your early convenience.

Very truly yours,

R. L. Porter
State Highway Engineer

By

Tom Edwards
Deputy State Highway Engineer

bc R. L. Porter
A. E. Johnson
Ivan Merchant
R. L. Schroeder
John Howard
Robert Shotwell
John Bond

AAR:dh/TE:ja

RECEIVED
AUG 6 - 1971
FOR FILING

I 405-8(24)304

7312

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

DATE: August 2, 1971

In reply refer to: 08-35-DA

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-405-8(24)304
East Fremont Interchange, Unit "C"
Stadium Freeway
Extension of Contract Time

Mr. Merchant has requested approval of an extension of contract time on this project. His July 22 letter formalized the request for a 65-day extension to allow simultaneous completion of all units of the interchange since all were awarded to the same contractor.

Contract time is as much a contract provision as are the construction specifications. Adjustments should be made accordingly. Mr. Merchant points out the need for the contractor to use this unit as access to his other contracted units. The granting of this extension would relieve the State of inspection, maintenance and damage liability while used as a construction access road. Based on these reasons, your request is approved as being in the best interest of the public.

8-4-71
Orig to Merchant
cy to Morgan

NOTED
TOM EDWARDS

NOTED
A. E. J

AEJ

RECEIVED
AUG 3 1971
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUL 2 1971
FOR FILING

OREGON STATE
HIGHWAY DIVISION

I-405-8(24)304

HIGHWAY BUILDING • SALEM, OREGON • 97310

7312

July 22, 1971

Mr. R. E. Simpson
Division Engineer
Federal Highway Administration
P. O. Box 300
Salem, Oregon

Dear Mr. Simpson:

East Fremont Intch., Unit C
Contract 7312
Contractor's Request for
Additional Calendar Days

Prior to advertising for bids on the three units (A, B, and C) of the East Fremont Interchange project, the specifications were written anticipating the possibility of each unit being awarded to a different contractor and required certain work to be completed at various times in order to provide the least conflict between contractors' working forces and allow an orderly completion of the work. Receipt of bids resulted in award of all units to the same contractor, Willamette River Constructors (name subsequently changed to Drake-Willamette Joint Venturers). Such award eliminated the need for completion dates designed to provide for coordination between contractors and a price agreement was subsequently executed to eliminate the intermediate completion dates on Units A and C, thus allowing for an orderly construction schedule for the over-all combined project and simplifying administration of the contract.

The contractor now requests an increase in the contract time on Unit C to allow simultaneous completion of all units as one project. Access to Units A and B is through Unit C, thus necessitating the use of Unit C as an access ramp by the contractor's forces until Units A and B are completed. Use of Unit C as a ramp somewhat complicates the early completion of that unit. Unit C by itself is not useable by the traveling public and must be combined with completed Units A and B to provide a useful facility. Early completion of Unit C presents no advantage to the State or traveling public. Final inspection and acceptance of these units will be more efficient if all units are finalized at one time rather than at two different times as now specified.

A second inspection of Unit C for possible damage incurred during the final stages of Units A and B will also be eliminated by common completion of all units. Extension of the completion time on Unit C to correspond to Units A and B is in accord with the intent of the previous price agreement by, in effect, eliminating the last interim completion date and allowing final completion of all units as an integral project. Completion of Unit C as specified requires restoration of the Minnesota Freeway to a capability of handling the normal traffic flow at the specified time of completion. In order to provide this capability within the originally specified time of 660 calendar days, the contractor agrees to move the existing barricade on both the northbound and southbound Minnesota Freeway out into the shoulder area sufficient to restore the original traffic lanes and allow normal traffic flow.

In view of the circumstances prevailing at the time of specifying an early completion date for Unit C and the subsequent effect of letting all units to a single contractor and since no advantage is gained by the State or the traveling public with an early completion of Unit C, an increase in the contract time (65 calendar days) to allow completion of all units simultaneously is recommended. Your approval of such an extension is requested.

Very truly yours,

R. L. Porter
State Highway Engineer
By
ORIGINAL SIGNED
IVAN D. MERCHANT
Ivan D. Merchant
Bridge Engineer

RWE:dh

cc A. E. Johnson
L. H. Young
V. E. Skoog
E. L. Hardt
Robert Shotwell

RECEIVED
JUL 22 1971
OFFICE OF
STATE HIGHWAY ENGINEER

Form [illegible]

I-405-8(24)304
7312

STATE COPY G-1P

APPROVED EFFECTIVE DATE 8-21-71
Contingent upon modification of project agreement if additional funds are required
BY
TITLE Dist. Engineer
DATE July 19 1971
FEDERAL HIGHWAY ADMINISTRATION

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name	East Fremont Interchange Unit C	Date	July 19, 1971
Highway	Stadium Freeway	Contract No.	7312
County	Multnomah	Prefix	626-1022
Contractor	Drake-Willamette, Joint Venturers	F. A. Project No.	I-405-8(24)304
Address	1201 North Loring St., Portland, Oregon 97227	Order No.	20

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Seal Concrete Bridge Deck

1. Maximum equipment rental rates allowable as per AGC Agreement.
2. Percentage allowed contractor is in accordance with the executed contract.

Location by station numbers:

"NW" Unit 1, Span 1 & 2.

Estimate of quantities and cost:

Labor	$290.00
Equipment	40.00
Materials	70.00
Total	$400.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

This work on "NW" Unit 1 is to help establish a unit price for deck sealing for the remainder of Unit C, Unit A, and Unit B as per letter of instruction from Mr. R.L. Schroeder, dated June 15, 1971. Work has not been done.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$2,218,093.60
Present estimate of project cost, including $400.00 for work under this order	$2,181,174.04
Expected under-run ~~over-run~~ amount	$36,919.56
Expected under-run ~~over-run~~ per cent	1.664

Space to right of this line is for use of Salem Office

Submitted by: Resident Engineer

NOTED
TOM EDWARDS

Approval Recommended: Construction Engineer or Bridge Engineer

Approval Recommended: Assistant Division Engineer

Approved: Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

8-16-71

SP*23577 734

Form E-304 (Rev. 11-70)

I-405-8(24)304
7312

STATE COPY

G-P

OREGON STATE HIGHWAY DIVISION

APPROVED EFFECTIVE DATE 5-26-71
Contingent upon modification of project agreement if additional funds are required
BY
TITLE Dist. Engineer
DATE 7-16-71
FEDERAL HIGHWAY ADMINISTRATION

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name East Fremont Interchange - Unit C
Date June 23, 1971
Highway Stadium Freeway
Contract No. 7312
County Multnomah
Prefix 626-1022
Contractor Drake- Willamette - Joint Venturers
F. A. Project No. I-405-8(24)304
Address 1201 N. Loring St., Portland, Ore. 97222
Order No. 18

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Adjust Manhole - in area under structure where original ground has been adjusted in elevation to provide better contouring to avoid low area. This manhole was constructed on this project and set to elevation obtainging at the time and expected to be final ground line. Manhole requires more adjustment than available by raising of frame only.

1. Maximum equipment rental rates allowable as per AGC Agreement.
2. Percentage allowed contractor is in accordance with the executed contract.

Location by station numbers:

SE 328 + 00 Rt. (Sewer "F")

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STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

Estimate of quantities and cost:

Labor	$ 90.00
Equipment	70.00
Material	25.00
Total	$185.00

including contractor's percentage allowance

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Bid Item No. 32, "Adjusting Manholes" was bid by the contractor for lowering one manhole not requiring significant excavation or new materials. This work constitutes a change or alteration in details as per Section 9-5 of the Standard Specifications. Percentages allowed contractor is in accordance with contract provisions. Work has not been done.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After final approval of the order, the Salem office will send one copy to the contractor, one to the Regional Engineer and one to the Resident Engineer.

Project authorization	2,218,093.60
Present estimate of project cost, including $ 185.00 for work under this order	2,180,718.00
Expected under-run ~~over-run~~ amount	$37,375.60
Expected under-run ~~over-run~~ per cent	1.685

Space to right of this line is for use of Salem Office

Submitted by: Resident Engineer
Robert E. Shotwell

Approval Recommended:

Approval Recommended: For ~~Construction Engineer or~~ Bridge Engineer

Approved Construction Engineer.
7-20-71

Form R-200—6M

I-405-8(24)304
7312

STATE COPY
G-1P

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED EFFECTIVE DATE ~~6-2-71~~
Contingent upon modification of project agreement if additional funds are required
BY Habel
TITLE Dist. Engineer
DATE 7-12-71
FEDERAL HIGHWAY ADMINISTRATION

Project Name	East Fremont Interchange Unit C	Date	June 23, 1971
Highway	Stadium Freeway	Contract No.	7312
County	Multnomah	Prefix	626-1022
Contractor	Drake-Willamette, Joint Venturers	F. A. Project No.	I-405-8(24)304
Address	1201 North Loring Street, Portland, Oregon 97223	Order No.	17

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Construct "Temporary G.M. rail to block off future SE line as shown on Drawing GM-1 and GM-2.

1. Maximum equipment rental rates allowable as per AGC Agreement.
2. Percentage allowed contractor is in accordance with the executed contract.

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STATE HIGHWAY ENGINEER

Location by station numbers:

SW 326+25 to 329+25

Estimate of quantities and cost: Construct Temporary GM Rail

Additional Work		Deleted Work	
Materials	$1,800.00	Item #40, Guard Rail Type 2A	$2,009.00
Equipment	$1,600.00	* " #60, Class "A" Concrete	687.00
Labor	$2,600.00	* " #64, Reinforcement	104.00
	$6,000.00		-$2,800.00

Net Increase $3,200.00 *Lump Sum, to be handled as Adjustment Items.

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")
Contract plans called for Type 2A Guard Rail but it was decided the GM rail would provide more protection to traffic and also look better. Tentative approval has been recieved by F.H.W.A. Project Specifications shall apply to all work. No work performed to date.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$2,218,093.60
Present estimate of project cost, including $ 6,000.00 for work under this order	$2,180,533.00
Expected under-run ~~over-run~~ amount	$ 37,560.60
Expected under-run ~~over-run~~ per cent	1.693 %

Space to right of this line is for use of Salem Office

Submitted by: Resident Engineer

Approval Recommended: Edward [illegible] ~~Assistant~~ Division Engineer

Approval Recommended: Walter [illegible] ~~Construction Engineer or~~ Bridge Engineer

Approved: [illegible] Adm.
~~Deputy State Highway Engineer~~
~~Assistant State Highway Engineer or~~
~~Office Engineer.~~

7-14-71

SP*23577-734

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JUN 15 1971
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I-405-7(24)
7312
To:

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
June 10, 1971

NOTED
A. E. JOHNSON

SUBJECT: Deck Sealant
East Fremont Intch., Contracts 7310,11 & 12
West Fremont Intch., Contract 7214
Fremont Bridge, Contract 7276

Mr. R. L. Schroeder
Metropolitan Engineer

METRO

Attention Mr. Edward L. Hardt
Metro Bridge Const. Engr.

Approval has been received from the Federal Highway Administration to place a linseed oil deck sealant on the subject structures. I am enclosing a copy of the specification for this deck sealant treatment.

Also attached is a copy of the contract revision authorization form in which the Federal Highway Administration's approval of this contract revision is indicated.

Walter J. Hart
Bridge Administration Engineer

WJH:dh
Enclosures

cc A. E. Johnson
A. A. Rear
H. A. Schell, Jr.

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JUN [illegible]

I-1165-8(6-1)
7312

LEE JOHNSON
ATTORNEY GENERAL

DEPARTMENT OF JUSTICE
100 STATE OFFICE BUILDING
SALEM, OREGON 97310
TELEPHONE: (503) 378-6348

TRIAL DIVISION

THOMAS D. O'DELL
CHIEF TRIAL COUNSEL

WALLACE CARPENTER
ASSISTANT CHIEF TRIAL COUNSEL

LEONARD I. LINDAS
KEITH R. MALONEY
ASSISTANT ATTORNEYS GENERAL AND COUNSEL

JAMES A. BLEVINS
JAMES P. CRONAN, JR.
QUINTIN D. ESTELL
MICHAEL GILLETTE
LAWRENCE J. HALL
LESLIE B. HAMPTON
ROBERT A. HOLLAND
DONALD J. HOWE
E. DAVID LADD
JAMES F. LARSON
JOHN R. MCCULLOCH
FRANK C. MCKINNEY
EARL M. PRESTON
R. KEN ROBERTS
GEORGE E. ROHDE
JAMES A. SANDERSON
JACK L. SOLLIS
CARLOTTA H. SORENSEN
ASSISTANT ATTORNEYS GENERAL

June 7, 1971

cn Johnson 6-8-71

Mr. Tom Edwards
Deputy Highway Engineer
Oregon Division of Highways
Salem, Oregon 97310

Re: Impossibility of Performance - Painting - Fremont Bridge
Highway Contracts Nos. 7214, 7276, 7310, 7311, 7312.

Dear Tom:

Special Provisions, Section 414, Painting New Metal Structures, Inorganic Zinc Silicate-Vinyl Coating, are found to be the same in each of the above contracts.

The contractor, in the special provisions section dealing with the "Scope of the Work", is informed that "all interior and exterior surfaces of structural steel members * * * shall be painted with one coat of selfcuring inorganic zinc silicate primer and one coat of compatible high-solids vinyl paint to a combined dry film thickness of not less than 8 mils * * *". (emphasis supplied)

The special provisions dealing with "Painting", state that the paint system for the metal work shall consist, inter alia, of the following:

Primer Coat - In organic zinc rich coating, a minimum dry film thickness of 3 mils.

Tie Coat - If recommended by the manufacturer of the prime and vinyl paint, to be applied in accordance with its recommendation.

Finish Coat - High build vinyl finish coat, a minimum dry film thickness of 5 mils. (emphasis supplied)

The special provisions pertaining to the vinyl finish coat, provides that this coat, when applied in one coat over the inorganic zinc primer, or the tie coat if required, "* * * shall not exhibit any 'pinholing' characteristics".

A reading of the foregoing in conjunction with the balance of the special provisions relating to painting convinces the writer

NOTED
TOM EDWARDS

of the following:

(a) The contractor was directed to use a one coat paint system.

(b) A tie coat was not to be used unless recommended by the manufacturer of the prime and vinyl paint.

Enjay Chemical Company, manufacturer of both paints, submitted documented data on August 12, 1969, to the contractor for submission to the engineer for approval. This was submitted in accordance with the special provisions relating to Inorganic Zinc Silicate Primer. The Enjay Co. brochure, Section 18, asserts Rust-Ban VM 5537 is completely compatible with Rust-Ban 191, without a tie coat. I assume the foregoing Rust Ban paint is the same as the inorganic zinc silicate primer and vinyl finish paint provided for in the special provisions.

The special provisions provide the vinyl finish coat is to be applied after erection. In applying the finish coat the contractor has been unable to do so without the finish product exhibiting excessive amounts of "pinholing" characteristics. The problem was brought to the attention of the Enjay Chemical Co. After expending over one month in an effort to totally eliminate the bubbling and pinholing characteristics of the 5 mils dry coat of vinyl applied over the inorganic zinc silicate primer, Enjay Chemical Co., by letter of November 6, 1970, to Frank Klaas, painting sub-contractor, states "it is our technical opinion that a totally bubble free pinhole free high build coating of O.S.H.D. formulation spec. vinyl is impossible to obtain over large surface areas on a consistant basis." (emphasis supplied)

It is the law of this state that a contractor is excused from the performance of a contract if the same is impossible of fulfillment due to causes beyond his control and without fault or negligence on his part. Dorsey v. Oregon Motor Stages, 183 Or 494, 194 P2d 967.

Impossibility of performance means not only strict and literal impossibility, but also impracticability because of extreme and unreasonable expense, injury or loss involved. Savage v. Peter Kiewit Co., 249 Or 147, 432 P2d 519, 437 P2d 487.

The Oregon Court, in the Savage case, states that in applying the doctrine of impossibility, courts recognize that unexpected difficulty or expense may approach such an extreme that practical impossibility exists. To operate as a discharge, the hardship must be so extreme as to be outside of any reasonable contemplation of the parties and the unforeseen hazard not one that reasonably should have been guarded against.

Another factor to be considered in dealing with the case at hand is that the State impliedly warrants that the specification it furnishes a contractor will be adequate for producing the desired result. United States v. Spearin, 248 U.S. 132, 39 S. Ct. 59, 63 L. Ed. 166 (1918), A. Teichert & Son, Inc. v. State, 48 Cal. Rptr. 225, 283 Cap Apps. 2d, 736.

I am informed that while the desired results cannot be obtained by following the contract specifications, which also provide the contractor shall not deviate from them, satisfactory result could be obtained by the use of a tie coat and the application of the vinyl paint in multiple coats.

If this be true, the contractor, in my opinion, would be legally entitled to his additional costs if directed to do so.

Very truly yours,

LEE JOHNSON
Attorney General

Lindas

L. I. Lindas
Assistant Attorney General
and Counsel to
Highway Division

LIL:mjg
cc- R. L. Porter

RECEIVED
JUN 8 '71
OFFICE OF
STATE HIGHWAY ENGINEER

I-405-01(34) [illegible]
7312

HARLAN *Associates, Inc.*
PAINT RESEARCH LABORATORY
11 DUBOCE AVENUE - SAN FRANCISCO, CALIFORNIA 94103
621-7245
AREA CODE 415

21 May 1971

Our File: P-5711

AIRMAIL

This report is presented as the confidential property of our clients. For our mutual protection, authorization for publication in any manner is reserved pending our written consent.

Department of Transportation
Highway Division
138 State Highway Building
Salem, Oregon 97310

Attention: Mr. A. E. Johnson, Assistant Highway Engineer

Gentlemen:

1. Confirming our telephone conversations of 20 May 1971 bubbling and pinholing of the vinyl finish coat (Enjay 5537) occurred on test panels prepared and treated as per paragraphs 6.2 and 6.3 of our report dated 11 May 1971. No bubbling or pinholing of the Vinyl finish system was observed on test panels prepared as per paragraph 6.1 (Koropon treated panels, three hours curing time allowed for Koropon before application of Vinyl finish coat).

2. The Super Koropon is suggested as a tie coat and/or primer for use in alleviating the bubbling and pinholing problem occurring when the Vinyl finish coat is applied and is not intended to replace the required inorganic zinc coating.

3. DeSoto Incorporated is shipping ten gallons (five 2-gallon kits) of Super Koropon to Edward Hardt's attention.

Respectfully submitted,

H. R. Harlan Jr.

Harold R. Harlan Jr., Technical Director

HARLAN ASSOCIATES, INC.

NOTED
A. E. JOHNSON

HRHJr:mp
Orig. & 1cc

RECEIVED
MAY 24 1971
OFFICE OF
STATE HIGHWAY ENGINEER

AFFILIATIONS: National Paint, Varnish and Lacquer Association . . . Federation of Societies for Paint Technology . . . American Chemical Society . . . American Society for Testing and Materials . . . American Institute of Chemists . . . Air Pollution Control Association . . . American Oil Chemist's Society . . . Forest Products Research Society . . . International Science Foundation . . . Technical Association of the Pulp and Paper Industry . . . Registered Chemical Engineer, State of California

21 May 1971

Our File: P-5711

AIRMAIL

State of Oregon Highway Division
Metropolitan Section
Department of Transportation
5821 North East Glisan Street
Portland, Oregon 97213

This report is presented as the confidential property of our clients; for our mutual protection, authorization for publication in any manner is reserved pending our written consent.

Attention: Mr. Edward L. Hardt, Bridge Construction Engineer

Gentlemen:

1. De Soto Incorporated is shipping ten gallons (five 2-gallon kits) of Super Koropon to your attention as requested by Mr. Johnson. The intent is to conduct a field test using the Koropon as a tie coat and/or primer between the inorganic zinc and Enjay 5537 finish coat. Data sheets covering mixing and application are to be included with the shipment.

2. We suggest a drying time of sixteen hours or over-night be allowed for the Koropon before application of the Vinyl finish coat on the first test. We have achieved good results in the laboratory top coating the Koropon after three to four hours drying time: however, we would prefer a sixteen-hour cure for the first test and then cut back to three or four hours for subsequent tests.

3. Super Koropon is a catalyzed epoxy and the applicator should be cautioned not to allow his equipment to stand for extended periods when not in use without cleaning.

4. If you have any questions, please call.

Respectfully submitted,

Harold R. Harlan Jr., Technical Director

HARLAN ASSOCIATES, INC.

HRHJr:mp
Orig. Mr. Edward L. Hardt
1cc Mr. A. E. Johnson

HARLAN Associates, Inc.
PAINT RESEARCH LABORATORY
11 DUBOCE AVENUE - SAN FRANCISCO 3
CALIFORNIA

HARLAN *Associates, Inc.*
PAINT RESEARCH LABORATORY
11 DUBOCE AVENUE - SAN FRANCISCO, CALIFORNIA 94103
621-7245
AREA CODE 415

11 May 1971

Our File: P-5711

SPECIAL DELIVERY

State of Oregon
Department of Transportation
138 State Highway Building
Salem, Oregon 97310

This report is presented as the confidential property of our clients, for our mutual protection, authorization for publication in any manner is reserved pending our written consent.

Attention: Mr. A.E. Johnson, Assistant State Highway Engineer

Gentlemen:

1. We offer a summary of tests and observations made to date with regard to the vinyl portion of the overall coatings problem with respect to the East and West Fremont Interchange Sections of the Fremont Bridge in Portland, Oregon.

1.1 Vinyl samples were applied by airless spray using an 0.018 tip and approximately 2500 psi pressure. The coatings were applied to Rust-Ban 193 coated steel panels previously sand-blasted to achieve a one-half mil anchor profile. The zinc was applied to a dry film thickness of 3-4 mils and self-cured at ambient conditions (52% Relative Humidity and 68-72° Fahrenheit) for 48 hours before top coating. The inorganic zinc was not post-cured. One-half of each test panel was masked during primer applications to better evaluate the effectiveness of the primer systems on primed and unprimed inorganic zinc when top coated with vinyl material.

1.2 The vinyl finish coat was applied at a metal temperature of 90-100° Fahrenheit.

1.3 Disregarding a number of preliminary tests on various tie-coats and primers over Enjay's Rust-Ban 193 and 193 without any tie-coat, one tie-coat or Primer showed excellent promise of stopping the bubbling of Enjay's 5537.

AFFILIATIONS: National Paint, Varnish and Lacquer Association . . . Federation of Societies for Paint Technology . . . American Chemical Society . . . American Society for Testing and Materials . . . American Institute of Chemists . . . Air Pollution Control Association . . . American Oil Chemist's Society . . . Forest Products Research Society . . . International Science Foundation . . . Technical Association of the Pulp and Paper Industry . . .
Registered Chemical Engineer, State of California

This report [illegible] the confidential property of our [illegible] for our mutual protection, authorization for publication in any manner is reserved pending our written consent.

1.3.1 This is a proprietary product called "Super Koropon Fluid Resistant Spray Primer" as manufactured by De Soto, Inc., 4th and Cedar Streets, Berkeley, California, 94710, which was found to be very effective. No bubbling to trace pinholing (one or two pinholes per square foot) was achieved using Super Koropon 513-705-66 (513-706) and top coating with Enjay 5537 batch No. 1026 thinned one and one-half gallons of methyl ethyl ketone to five gallons of 5537 (as received from the West Interchange), Enjay 5537, Lot 2304G9 purchased locally, and Carboline Polyclad 936-1 Batch OH0116, no thinner added, received from the West Fremont Interchange. All unprimed (no Super Koropon) areas of panels displayed excessive bubbling and/or pinholing.

1.3.2 The Super Koropon Primer or tie-coat was applied as a wash coat without thinning to a dry film thickness of 0.7 to 1 mil, and cured 16 hours.

1.4 Enjay VM 5537, thinned with methyl ethyl ketone and applied to the following primer and/or tie coat systems developed bubbles and/or pinholes.

1.4.1 MIL-P-15328C (similar to Enjay's wash primer, blue).

1.4.2 MIL-P-15328C tie coat plus Rust-Ban VY 6520 vinyl primer.

1.4.3 Rust-Ban EX6666 Epoxy Primer.

1.4.4 — Rust-Ban VY 6520 vinyl primer (no wash primer tie coat).

2. Tests to date of our telephone conversation with Mr. Johnson of 5 May 1971 have been directed toward attempting to find a tie coat that would allow use of high build vinyl material as originally specified in the Oregon State Fremont Bridge Specifications. Super Koropon looks good in the laboratory: however, actual on-site tests obviously will be required to determine the effectiveness of the Super Koropon tie coat or primer under field conditions. We are running accelerated weathering tests to determine the long term durability and adhesion of the Koropon-Enjay 5537 system.

[illegible] confidential [illegible] our mutual [illegible], authorization for publication in any manner is reserved pending our written consent.

5. Two possible draw-backs to the use of the Super Koropon as a tie coat or primer must be considered.

5.1 We are introducing a tie coat or primer manufactured by a second party with respect to Enjay.

5.2 The Super Koropon sets to dust-free in 15 minutes but may require 16 hours of cure time before top coating to achieve a bubble-free surface. The manufacturer's representative, Mr. Dan Miller, has indicated that top coats have been applied after 3 to 4 hours cure time but tests are in progress to prove or disprove the cure time versus bubbling effect. We do have a bubble problem with Super Koropon when top coated after one hour curing. Koropon is a two component epoxy and requires premixing before application.

6. With regard to other coating systems, to complete our vinyl investigation we intend to perform the following tests:

6.1 Apply Enjay VM 5537 to Super Koropon primed zinc coated panels, allowing three hours cure time for the Koropon.

6.2 Apply a conventional vinyl system consisting of one coat of wash primer followed by two or three coats of low solids vinyl applied at 1 to 1.5 mils per coat.

6.3 Post cure the inorganic zinc with Enjay 6851, apply one coat of wash primer tie coat and finish with one coat of Enjay VM 5537 (Mr. Don Blue of Enjay called today and indicated their laboratory tests were based on such a system and they achieved good results).

7. Application of High Build Vinyl Systems by Hot Spray should also be considered and we have made preliminary arrangements to evaluate application of Enjay 5537 by Hot Spray, if desired.

8. We have on hand five gallons of Enjay VM 5537, Batch 3E016, which we will use in our tests. Mr. Blue has stated that not all of the required 5537 has been manufactured. He also indicated that 5,000 gallons of 5537 have been made and 7,500 gallons are in process.

This report is presented as the confidential property of our clients. For our mutual protection, authorization for publication in any manner is reserved pending our written consent.

9. With regard to Enjay VM 5537, in our opinion, a minimum shelf life of one year is the normal industry standard. The excessive bodying of Enjay VM 5537 on storage necessitating excessive thinning with methyl ethyl ketone (one and one-half gallons per five gallons of product) defeats the purpose of the specification with regard to volume solids and increases the bubbling effect on application.

10. We anticipate completing tests outlined in paragraphs 6.1, 6.2 and 6.3 by the afternoon of 13 May 1971 and will call Mr. Johnson unless we are advised otherwise.

Respectfully submitted,

H. R. Harlan Jr.

Harold R. Harlan Jr., Technical Director

HARLAN ASSOCIATES, INC.

HRHJr:mp
Orig. & 2cc

Samples pertaining to this report will be discarded 30 days from date of this report, unless otherwise advised.

RECEIVED
MAY [illegible] 1971
FOR FILING

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7312

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 11, 1971

NOTED
A. E. JOHNSON

To:

Mr. R. L Schroeder
Mr. L. W. Rulien
Mr. H. S. Coulter

SUBJECT:

ASTM A354 Grade BD Anchor
Bolts, 1½" diam. Contracts
7312, 7389, 7337 & 7513

Since March 23, 1971 we have been involved in continuing testing with Schmitt Steel on 1½" diameter bolts fabricated from heat 99L035 of U.S. Steel Corporation type 4140 steel. This is a heat-treatable steel and, by proper quenching and tempering, is supposed to be capable of developing the properties of ASTM A354 Grade BD bolts. The specification does not call for any specific type of steel, it being left to the manufacturer to use a type which can be treated to provide the required properties.

The first bolts sampled (for SC7312 and 7389) were accompanied by test reports from Schmitt Steel showing minimum Brinell hardness of 302 and no tensile properties. Our laboratory confirmed the hardness but failed the bolts because of low tensile strength (lab reports 959649 and 959650).

The bolts were reheat treated and tensile coupons were tested at Northwest Testing Laboratory at the manufacturer's expense. These coupons failed the hardness requirement, as determined by this laboratory, though the manufacturer claimed acceptable hardness. The coupons also failed the tensile test. (These tests were reported on Lab . Nos. 961208 through 961211).

The manufacturer elected to again heat treat the bolts and test at his expense. Full size bars were pulled at Northwest Testing Laboratory and witnessed by one of our inspectors. For some reason, actual bar cross section areas were not determined so the testing company reported the tensile strength based on nominal bar area. For the bar representing Fentron stock (used on Sc 7337, 7389 and 7513) the reported tensile strength was only 500 psi over the minimum required.

Because of the method of determination, we could not accept this result. However, I understand two lots of bolts were shipped on the strength of the Northwest report.

Subsequently, this laboratory obtained one of the 12 bolts which had not yet been shipped. A tensile test of this bolt, reported on Lab. No. 962170 attached, showed that the bolt failed to meet the required tensile strength by 10,000 psi. Schmitt Steel also had one of the

12 bolts tested by Pittsburgh Testing Laboratory on May 4 and found the tensile strength 5,400 psi low.

Since the two lots of 12 bolts each which were shipped are no doubt cast in concrete, acceptance on penalty would seem to be the most logical solution, since they are not greatly out of specification.

Meanwhile a coupon representing the four bolts going to Contract No. 7312 had also been tested without measuring the initial area. This coupon, however, had more than adequate strength, even based on the nominal area, and these bolts have been accepted on Lab. No. 964106.

The manufacturer advises that on future ASTM A354 Grade BD bolts they will use a type of steel with better heat treating properties.

John Jenkins

John C. Jenkins
Engineer of Materials & Research

JCJ:bm
Attach.
cc: A. E. Johnson
E. J. Rief

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MAY 12 1971
OFFICE OF
STATE HIGHWAY ENGINEER

14

Form [illegible]-1-68

OREGON STATE HIGHWAY DEPARTMENT
MATERIALS DIVISION LABORATORY RECORD

ANCHOR BOLTS

Laboratory No. 962170
Data Sheet No. A41985
Prefix 7517
Amount charge -
Dept. invoice No.
Date received April 20, 1971
Date reported May 4, 1971

Project Fentron Ind. Stock
Highway
Contractor No.
Submitted by Ed J. Rief
Source of material Schmitt Steel, Inc.
Sampled or inspected at
To be used Sign post anchors
Sampled or inspected by L. O. Miller
Quantity represented 36 each

ASTM A354, Grade BD Heat 991035
1½" x 3' 6" Threaded rod

Tests performed by Northwest Testing Laboratories:
Yield strength, lbs. = 230,000 = 130,165 psi *
Tensile strength, lbs. = 266,000 = 150,535 psi *
Reduction in area, % = 49.6 *
Hardness, B.H.N. = 350

* Based on nominal area; actual area not measured.

Tests performed by OSHD Materials Lab.:
Hardness, Rockwell = C28½
Hardness, Brinell 3000 kg = 293
Tests made at ½ diameter point on cross section from tensile specimen in grip area. (Referee Test)

Tests on finished bolt:
Hardness = BHN & Rockwell C30
Yield str., psi (0.2% offset) = 121,900
Tensile strength, psi = 140,100
Elongation in 2", % = 41.5
Reduction in area, % = 59.1

Also rejected on Lab. No's. 959649, 959650, 961208, 961209, 961210, 961211.

REPORT TO:
0 Bureau of Public Roads
0 Construction Engineer
0 Maintenance Engineer
0 Bridge Engineer
0 Requisition Office
0 Division Engineer
0 Resident Engineer
0 Dist. Maint. Supt.
0 Foreman
X 0 Files
X Rief
X Schmitt Steel

RECOMMENDATION:

Material as represented by this sample ~~does~~, does not comply with specifications on basis of referee hardness test and tensile test performed by OSHD.

John C. Jenkins

DONALD M. DRAKE COMPANY
1740 N.W. Flanders Street
Portland, Oregon 97206

W AMETTE-WESTERN CORPORATION
Foot of N. Portsmouth Avenue
Portland, Oregon 97203

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FOR FILING

I-405-8(24)304
7312

DRAKE - WILLAMETTE JOINT VENTURERS
EAST FREMONT INTERCHANGE PROJECTS
1201 N. Loring Street
Portland, Oregon 97227

April 20, 1971

Mr. Tom Edwards
Deputy State Highway Engineer
Oregon State Highway Division
Highway Building
Salem, Oregon 97310

Reference: East Fremont Interchange

Dear Mr. Edwards:

The investigation of primed surfaces referred to in your letter of April 16, 1971 apparently confirms our previous contention, which is that the specified primer is incompatible with the atmospheric conditions encountered in the Pacific Northwest during the winter season.

Although not specifically stated, we read the implication that you would intend the corrective measures to be performed at the Contractor's expense. We reiterate that specified materials have been applied in the specified manner, and that the members receiving this coating were approved by the State for shipment. It would appear to us that a paint system with inherent problems has been specified. This becomes more apparent when you consider the difficulties presently being experienced in application of the vinyl finish coat, which, though discovered in October of 1970, still remains unsolved and is becoming increasingly critical.

Your solution, if we have interpreted it correctly, is unsatisfactory, although we are temporarily proceeding with corrective action in order to ensure future productivity for established crews.

In addition to painting difficulties, we are experiencing design problems, and it is becoming difficult, if not impossible, to schedule our work in a manner which will ensure any degree of productivity for manpower or equipment.

(1) In February of 1971, we were advised of an interpretation affecting the minimum limits of steel erection before concrete placement for deck pours. This requirement, we believe, is not indicated by the Contract Documents, but compliance necessitated a major revision in our erection sequence.

copy of Pg. 70-71 Spec. Prov. attached

. . . .

DONALD M. DRAKE COMPANY
1740 N.W. Flanders Street
Portland, Oregon 97206

W[illegible]METTE-WESTERN CORPORATION
Foot of N. Portsmouth Avenue
Portland, Oregon 97203

DRAKE - WILLAMETTE JOINT VENTURERS
EAST FREMONT INTERCHANGE PROJECTS
1201 N. Loring Street
Portland, Oregon 97227

Mr. Tom Edwards,
Deputy State Highway Engineer
Oregon State Highway Department
Re: East Fremont Interchange

April 20, 1971
Page 2

2. In May of 1970, a design deficiency in the ring girders for Contract A was noted by our supplier, who advised your engineering firm. As of now, this deficiency is still unresolved. One ring girder has been erected and requires revisions. The remainder cannot be erected pending approval and additional fabrication.

3. In addition to the three foregoing causes for disruption of the work, we have received stop orders on fabrication and installation of the expansion assemblies pending revised design information.

We must advise you, therefore, that the magnitude and affect of the disruption of work is costing additional time and money for which we must claim an adjustment to our Contract, to be determined as soon as solutions to the problems permit the evaluation and extent of compensation due.

We request an early meeting with you to review these problems in detail, as further delay in achieving the solutions will be prohibitive in cost.

Very truly yours,

DRAKE-WILLAMETTE, JOINT VENTURERS

R E Grant

R. E. Grant
Vice President, Construction

REG:br

cc: Mr. Robert Shotwell

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STATE HIGHWAY ENGINEER

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APR 16 1971
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I-405-8(24)3-4
7312

Salem, Oregon
April 15, 1971

V. E. Skoog
Controller

BUILDING

East Fremont Interchange
West Fremont Interchange
Fremont Bridge

Paint Inspection by Pittsburgh Testing Laboratory

Until further notice, please hold up any further payment to Pittsburgh Testing Laboratory in connection with the subject projects.

A. E. Johnson
Assistant State Highway Engineer

AEJ:ms

cc R. L. Porter
Tom Edwards
I. D. Merchant
F. D.Morgan
John Jenkins
R. L. Schroeder

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APR 19 1971

I-405-8(24)304
7312

April 16, 1971

Drake-Willamette, Joint Venturers
1201 N. Loring
Portland, Oregon 97227

Anderson-Hannan
3427 N. E. Halsey
Portland, Oregon 97213

Gentlemen:

We have spent considerable time recently investigating the matter of the paint situation on both the East Fremont and West Fremont Interchange projects, and our records indicate the following:

(1) Inspection in Portland of the structural steel painted in Vancouver, British Columbia during the summer months of 1970 using RB 191 indicates that we have received an acceptable product.

(2) Tests indicate that steel which was painted in the latter part of October and during the winter months is not acceptable and will require repair work before acceptance.

(3) Tests also indicate that structural steel painted recently in Vancouver and delivered to Portland is acceptable.

In view of the above, it must be assumed that it is possible to obtain an acceptable job when proper procedures are followed.

You are therefore directed to take steps to repair those structural members which have paint deficiencies with the result that the specification amount of paint will be obtained. Necessary repairs will include the removal of any rust and rust stains and the application of additional primer where needed to obtain specification thickness.

Very truly yours,

R. L. Porter
State Highway Engineer

By

Tom Edwards
Deputy State Highway Engineer

cc R. L. Porter
A. E. Johnson
I. D. Merchant
F. D. Morgan
John Jenkins
R. L. Schroeder
Ed. Hardt

AEJ:ms

Edwards handed
Anderson his cy
4-16-71

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FEB 14 1972
FORM E-30
FOR FILING

I-405-8(24) 304
7312

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
April 13, 1971

SUBJECT: W. Fremont Interchange
E. Fremont Interchange
Fremont Bridge
Paint Thickness Measurements

To: Tom Edwards
Deputy Highway Engineer
State Highway Building
Salem

Inorganic zinc prime coat paint thickness readings have been taken in Portland by the Resident Engineer's crews on structural steel shipped from Vancouver, B. C., San Francisco, and Fought's plant in Tigard. The results are as follows:

West Fremont Interchange:

Rust Ban 191

Mils	No. of Readings	Percent
0 - 0.99	0	0
1 - 1.99	0	0
2 - 2.99	11	1
3+	919	99
Total	930	100

Rust Ban 193

Mils	No. of Readings	Percent
0 - 0.99	66	3
1 - 1.99	618	28
2 - 2.99	1101	50
3+	418	19
Total	2203	100

East Fremont Interchange (From Canron)

Rust Ban 191

Mils	No. of Readings	Percent
0 - 0.99	24	5
1 - 1.99	244	49
2 - 2.99	199	40
3+	28	6
Total	495	100

Rust Ban 193

Mils	No. of Readings	Percent
0 - 0.99	531	39
1 - 1.99	554	40
2 - 2.99	226	16
3+	66	5
Total	1377	100

East Fremont Interchange (From Fought)

Rust Ban 191

Mils	No. of Readings	Percent
0 - 0.99	0	0
1 - 1.99	0	0
2 - 2.99	1	2
3+	50	98
Total	51	100

Fremont Bridge Superstructure

Mobil Zinc 1

Mils	No. of Readings	Percent
0.- 0.99	0	0
1.- 1.99	0	0
2 - 2.99	4	11
3+	33	89
Total	37	100

Mils	No Readings	%
0 - 0.99	0	0
1 - 1.99	0	0
2 - 2.99	5	5
3+	87	95
	92	100%

4/15/16/71 Tests

0 - 0.99	0	0
1 - 1.99	0	0
2 - 2.99	1	
3+	54	
	55	100%

If further information or amplification of the above data is desired, please advise.

Robert L. Schroeder
Metropolitan Engineer

By:

Edward L Hardt

Edward L. Hardt
Assistant Metropolitan Engineer

ELH:pb

cc: A. E. Johnson
Ivan Merchant
John Howard
Robert Shotwell
Robert Cunningham

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APR 19 1971

**OREGON STATE
HIGHWAY DIVISION**

HIGHWAY BUILDING • SALEM, OREGON • 97310

I-405-8(24)304
1312

April 9, 1971

Harlan Associates, Inc.
Eleven Duboce Avenue
San Francisco, California 94103

Attention Mr. Harold Harlan, Jr.

Gentlemen:

This will confirm our telephone conversation on Friday, April 2, concerning utilizing the services of your company to inspect the inorganic prime coat paint on structural steel at the Canron Plant in Vancouver, British Columbia destined for the Fremont Bridge in Portland.

This work is in connection with a problem of insufficient amount of prime coat on the structural beams after delivery to Portland and the application of high-build vinyl on the inorganic zinc, resulting in some bubbling and pitting.

We also agreed that we desire you to inspect the steel at Portland and determine for us by laboratory testing or other means the adequacies of our paint specifications and, if possible, the reason for the less-than-specification amount of paint and the presence of rust on the steel members. Your work would also include a recommendation to us as to the application of the vinyl top coat.

We agreed that your work would be conducted at the following rates:

1. Job-site inspection and consultation--$400 per day or part of day. (You have subsequently indicated an estimate of six days at this rate.)
2. Travel and expenses--estimated on April 9 to be approximately $500.
3. Laboratory testing at $40 per hour. On April 9, after inspecting the painting procedure at Vancouver, B. C.

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STATE HIGHWAY ENGINEER

and steel beams at Portland, you indicated your procedures will require approximately $3,200 of laboratory testing time. It will consist of spectrographic analysis; infrared tests; accelerated aging tests; weatherometer tests; preparation and testing of test panels; and preparation of summation and reports.

We have also agreed that there will be an expense of approximately $100 for necessary phone calls and miscellaneous expenses.

Based on the above, it is estimated that the cost of your services will be approximately $6,200. If this is in accordance with your understanding, please return a signed copy of this letter to us.

Very truly yours,

R. L. Porter
State Highway Engineer

By

A. E. Johnson
Assistant State Highway Engineer

AEJ:ms

Carroll B. [illegible] Jr
By

14 April 1971
Date

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FOR [illegible]

CONTRACTORS
DEVELOPERS

DONALD M. DRAKE COMPANY
1740 N. W. FLANDERS STREET • PORTLAND, OREGON 97209

TELEPHONE (503) 228-3991

7310
7311
7312
7314

I 405-8 (24) 304
7312

April 6, 1971

NOTED
A E JOHNSON

Mr. Tom Edwards
Deputy State Highway Engineer
Oregon State Highway Division
Highway Building
Salem, Oregon 97310

Dear Tom:

This will confirm my understanding of our conversation of this date.

In the interest of minimizing our extra costs to the state, we will proceed under the state's direction with the correction of the paint situation on the interior of the box girders so that the finish coat can be applied and forming and pouring operations can be resumed.

We will keep the cost information in accordance with the state's extra work order procedure and we trust the state inspectors will advise us of the procedure for rust and rust stain removal as well as the touch up prime coat required before the final vinyl is applied.

Yours very truly,

DONALD M. DRAKE COMPANY

Frank

Franklin G. Drake
President

FGD:mb

cc: R. E. Grant
W. Bugge

NOTED
TOM EDWARDS

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APR 7 1971
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STATE HIGHWAY ENGINEER

Johnson
cy FHWA 4-8
cy El Handt 4-9-71

PORTLAND • SAN FRANCISCO
AN EQUAL OPPORTUNITY EMPLOYER

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MAR 15 1971
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STATE HIGHWAY ENGINEER

STATE COPY

REGON STATE HIGHWAY DEPARTM

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED EFFECTIVE DATE 2-11-71
Contingent upon modification of project agreement if additional funds are required
BY
TITLE Dist. Engineer
DATE 3-10-71
FEDERAL HIGHWAY ADMINISTRATION

Project Name East Fremont Interchange Unit C

Date February 11, 1971

Highway Stadium Freeway

Contract No. 7312

County Multnomah

Prefix 626-1022

Contractor Drake-Willamette, Joint Venturers

F. A. Project No. I-405-8(24)304

Address 1201 North Loring Street, Portland, Or. 97227

Order No. 15

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Construct Mountable Concrete Island.

1. Maximum equipment rental rates allowable as per A.G.C. Agreement.
2. Percentage allowed contractor is in accordance with the executed contract.

Location by station numbers:

"NW" Sta. 304 + 50

Estimate of quantities and cost:

Materials	$561.00
Equipment	$230.00
Labor	$709.00
	$1,500.00

NOTED
TOM EDWARDS

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")
The type "C" island shown on contract plans is no longer in use. The mountable island to be built under this EWO is to meet current standards. EWO also includes removal of existing AC pavement in order to contruct island. No work has been performed. Prior approval received by FHWA on February 11, 1971 by Mr. Valaeh.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization $2,218,093.60

Present estimate of project cost, including $1,500 for work under this order $2,170,818.24

Expected under-run ~~over-run~~ amount $47,175.36

Expected under-run ~~over-run~~ per cent 2.126%

Space to right of this line is for use of Salem Office

Submitted by: Resident Engineer

Approval Recommended: Construction Engineer or Bridge Engineer

Approval Recommended: Division Engineer

Approved: [illegible] Engineer.

3.18.71

SP-22577-734

Form FHWA-121 (12-67)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

Box 300
Salem OR 97308

I-405-8(24)304

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

7312

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

DATE: January 29, 1971

In reply refer to: 08-35-EC

Klahre

SUBJECT: Design Approval under PPM 20-8

Reference is made to Mr. Young's January 13 letter in which he discusses the above subject as it related to a list of 26 Federal-aid projects. With regard to the first point raised in that letter we concur that a design approval for the construction of a section of highway would include all the elements necessary to complete the improvement even though some may be accomplished later under separate contracts. This remains true, however, only if the elements involved are those normally associated with that type of improvement and the proposed improvement remains essentially the same as that originally approved.

We have examined our records for each of the 26 project sections listed in the above-mentioned letter and concur that either design approval has been given or the project had developed beyond design approval stage prior to the effective date of the current PPM 20-8, and no further action is required except as noted below.

In the North Tigard Interchange - South Tigard Interchange Section the area involving the North Tigard Interchange was excluded from design approval.

In addition major revisions under consideration at the Haines Road Interchange may require additional design approval.

2-2-71

REFERRED TO
Young
By Asst. State Hwy. Engr.

NOTED
TOM EDWARDS

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FEB 2 1971
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JAN 15 1971

January 13, 1971

Mr. R. E. Simpson
Division Engineer
Federal Highway Administration
477 Cottage Street N.E.
Salem, Oregon

Dear Sir:

Design approval was granted by the Federal Highway Administration for the following projects on the dates as listed; we hereby request your concurrence that this approval included landscaping and other minor work (such as lighting, signing, screening and sound barriers), although this work may be done by separate contract immediately following completion of construction and as financing permits.

The proposed work is stage construction required to complete the sections of highway as scheduled for construction and this anticipated future work is necessary to improve the esthetics, maintain safety standards and protect the environment.

We further request your concurrence that the requirements of PPM 20-8 were fulfilled in obtaining design approval for the following sections and that the above-mentioned work was included; consequently, no further action is required.

We also request your concurrence that, inasmuch as this work is considered stage construction and no additional right of way is required, the subject projects are exempt from State and Regional Clearinghouse review under paragraph 2b of IM 50-1-70.

We trust the included information is sufficient for you to grant the requested concurrences for the proposed projects.

Richland Interchange-S. Baker Interchange Section, Old Oregon Trail Highway, Baker County — Design approval received on May 13, 1969.

West Fremont Interchange (Unit 2) Section, Stadium Freeway, Multnomah County — Design approval concurred in letter of November 18, 1970.

E. Unit, Pendleton-Emigrant Hill Section, Old Oregon Trail Highway, Umatilla County — Design approval received April 7, 1969.

Columbia County Line-Burlington Section, Columbia River Highway — Design approval received November 17, 1969.

N.E. 60th Ave.-Cascade Highway Section, N.E. Portland Highway, Multnomah County — Design approval received May 27, 1970.

Hayesville Interchange-Battle Creek Section, Pacific Highway, Marion County — Design approval received March 26, 1970.

Jumpoff Joe Creek-Grants Pass Section, Pacific Highway, Josephine County — Design approval received Feb. 13, 1970.

Battle Creek-Talbot Road Section, Pacific Highway, Marion County — Design approval received February 13, 1970.

S. Tigard Interchange-East Portland Freeway Interchange Sec., Pacific Highway, Washington and Clackamas Counties — Design approval received August 9, 1970.

Jantzen Beach Interchange-Columbia Slough Bridge Section, Pacific Highway, Multnomah County — Design approvals received July 1, 1970 and August 31, 1970.

Park St.-Tolman Creek Road (Ashland) Section, Green Springs Highway, Jackson County — Design approval received May 15, 1970.

North Tigard Interchange-South Tigard Interchange Section, Pacific Highway, Multnomah and Washington Counties — Design approval received August 19, 1970.

Woodburn Interchange-Hayesville Interchange Section, Pacific Highway, Marion County — Design approval received September 2, 1970.

Garden Valley Road-Fairgrounds Interchange Section, Pacific Highway, Douglas County — Design approval received July 2, 1970.

South Medford Interchange-South Ashland Interchange Section, Pacific Highway, Jackson County — Design approval received October 26, 1970.

La Grande-Ladd Canyon Section, Old Oregon Trail Highway, Union County — Design approval received May 13, 1969.

Ladd Canyon Section, Old Oregon Trail Highway, Union County, Design approval received May 13, 1969.

Ladd Canyon-North Powder Section, Old Oregon Trail Highway, Union County — Design approval received May 13, 1969.

Olds Ferry-North Fork Jacobsen Gulch Section, Old Oregon Trail Highway, Malheur County — Design approval received May 20, 1969.

North Fork Jacobsen Gulch-North Ontario Interchange Section, Old Oregon Trail Highway, Malheur County — Design approval received May 20, 1969.

Forest Grove Section, Tualatin Valley Highway, Washington County — Design approval received July 28, 1969.

Chemawa Road-Hayesville Section, Pacific Highway East, Marion County — Design approval received December 1, 1969.

Rickreall-Independence Jct. Section, Willamina-Salem Highway, Polk County — Design approval received January 8, 1970.

Winston-Shady Section, Coos Bay-Roseburg Highway, Douglas County — Design approval received May 1, 1970.

Bend E.C.L.-Ward Road Section, Central Oregon Highway, Deschutes County — Design approval received August 13, 1970.

East Fremont Interchange Section (Units "A", "B", "C"), Stadium Freeway Highway, Multnomah County — Design approval concurred in and received April 16, 1969.

Attached for your convenience in identifying the project sections is a copy of our current Tentative Schedule of Contract Lettings.

Very truly yours,

R. L. Porter
State Highway Engineer

By

L. H. Young
Program and Planning Engineer

Attachments

DAR:ia

cc: F. B. Klaboe
Frank Hall
R. W. Ellison
R. N. Chase
B. L. Gifford

Form F-214-5M

I 405-8(24)304
7312

STATE COPY

APPROVED EFFECTIVE DATE 12-3-70
Contingent upon modification of project agreement if additional funds are required
BY
Engineering Coordinator
TITLE

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name East Fremont Interchange Unit C ✓
Highway Stadium Freeway ✓
County Multnomah ✓
Contractor Drake-Willamette, Joint Venturers ✓
Address 1201 North Loring Street, Portland, Oregon 97227

DATE 12-23-70 ~~December 3, 1970~~
FEDERAL HIGHWAY ADMINISTRATION
Contract No. 7312 ✓
Prefix 626-1022 ✓
F. A. Project No. I-405-8(24)304 ✓
Order No. 14 ✓

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Replace 2" irrigation pipe disrupted by widening the L line Structure.

1. Maximum equipment rental rates allowable as per A.G.C. Agreement.
2. Percentage allowed contractor is in accordance with the executed contract.

Location by station numbers:

L 334+00 Lt. and Rt.

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STATE HIGHWAY ENGINEER

Estimate of quantities and cost:

Replace 2" irrigation Pipe

Material	$180.00
Labor	100.00
Equipment	50.00
Total	$330.00 ✓

NOTED
TOM EDWARDS

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")
Replace 2" irrigation pipe under the slope pavement. Original pipe was broken when structure was widened. Original pipe not shown on the plans. Work has not been started. Project specifications to apply. Tentative approval received from F.H.W.A. on 12-3-70.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$2,218,093.60 ✓
Present estimate of project cost, including $330.00 ✓ for work under this order	$2,165,067.24
Expected under-run ~~over-run~~ amount	$53,026.36
Expected under-run ~~over-run~~ per cent	2.391

Space to right of this line is for use of Salem Office

Submitted by: Resident Engineer

Approval Recommended: Division Engineer

Approval Recommended: Walter J. Hart
Construction Engineer or Bridge Engineer

Approved:
~~Deputy State Highway Engineer,~~
~~Assistant State Highway Engineer or~~
Office Engineer.
12-28-70

SP*25577-734

72.14 ✓
7310

NOTED
C.A. GARDNER

November 23, 1970

Canron Limited
Western Bridge Division
145 West First Avenue
Vancouver 10, B. C.
CANADA

Attention P. G. Higgins, P. Eng.
Contracts Manager

Gentlemen:

West Fremont Interchange Section
East (Unit A & Unit B) Fremont Interchange Secs.

The information requested in your letter of November 17, 1970, is as follows:

The Division does not keep records on the cost of producing bidding plans and specifications for each individual job. The Division charges a flat fee of $5 per set regardless of the size of the job.

On the West Fremont project we issued 18 sets of bidding plans and specifications and 102 sets of informational plans and specifications.

On the East Fremont job, Unit A, we issued 10 sets of bidding plans and specifications and 90 sets of informational plans and specifications.

On East Fremont, Unit B, we issued 13 sets of bidding plans and specifications and 109 sets of informational plans and specifications.

On East Fremont, Unit C, we issued 15 sets of bidding plans and specifications and 69 sets of informational plans and specifications.

Very truly yours,

R. L. Porter
State Highway Engineer
By

Ivan D. Merchant
Bridge Engineer

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FEB 11 1975
BRIDGE DIVISION

CAG:dh

#7312

CANRON LIMITED WESTERN BRIDGE DIVISION
145 WEST FIRST AVENUE, VANCOUVER 10, B.C. TEL. 874 2311

November 17, 1970
4900/5000/13

Oregon State Highway Dept.
Highway Bldg.
Salem, Oregon 97310
U S A

Attn: Mr. Ivan D. Merchant

7244 4/17/69
7310-12 } 8/28/69

Dear Sirs:

Re: West Fremont Interchange Section
East (Unit A & Unit B) Fremont Interchange
Sections

In order that we satisfy U.S. Custom's regulations covering the supply by us of the structural steel for the above two projects, it is necessary that we make available to them certain information on costs of drawings issued for bidding purposes.

We would appreciate it if you would provide us at your earliest opportunity with

5.00

a) the cost to the State of the bid drawings issued by the State to all bidders on the above three interchange sections;

b) the number of sets of bid drawings issued by the State to all bidders on these sections.

If it is possible, would you please provide the above details for each of the three sections separately.

RECEIVED
NOV 20 1970
BRIDGE DIVISION

Very truly yours,

CANRON LIMITED
WESTERN BRIDGE DIVISION

P.G. Higgins

P.G.HIGGINS, P.Eng.
Contracts Manager

cc: Mr. Les Skelton-Fritz, Portland
Mr. Rod MacLennan-Canron

RECEIVED
FEB 11 1975
BRIDGE DIVISION

I-405-5(24)304

Form E-209—5M

RECEIVED
DEC 11 1970
OFFICE OF
STATE HIGHWAY ENGINEER

7312

STATE COPY G-10

APPROVED EFFECTIVE DATE 4-4-70
Contingent upon modification of project agreement if additional funds are required
BY
Dist. Engineer
TITLE
DATE 12-10-70
FEDERAL HIGHWAY ADMINISTRATION

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name East Fremont Interchange Unit C

Highway Stadium Freeway

County Multnomah

Contractor Drake-Willamette, Joint Venturers

Address 1201 North Loring Street, Portland, Oregon 97227

Date November 19 1970

Contract No. 7312

Prefix 626-1022

F. A. Project No. I-405-8(24)304

Order No. 13

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Connect Type 2A Guard Rail to Bridge Parapet Rail.

1. Maximum equipment rental rates allowable as per A.G.C. Agreement.
2. Percentage allowed contractor is in accordance with the executed contract.

Location by station numbers:

1. SE-SW sta. 329+44 Engr. Drwg. GRC-1
2. SE-SW sta. 326+18 " " GRC-2
3. NE-NW sta. 313+90.5 " " GRC-3
4. NE-Nw sta. 311+60 " " GRC-4

Estimate of quantities and cost:

Material	$770.00
Labor & Equipment	~~$810.00~~ 962.00 J.K.
~~Contingiencies~~	~~$152.00~~
Total	$1732.00

NOTED
TOM EDWARDS

See Price Agreement No. 9 for credit of wooden spacer blocks deleted.

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")
Change in design and installation from contract Standard Drwg. # 25021 to O.S.H.D. revised (10-16-69) Drwg. # 23938. Changed Guard Rail end connection at noses from wood spacer block to steel spacer block Drwg. # 25549. This E.W.O. will constituto deleting (4) items from Bid Item # 43. Received approval from F.H.W.A. on 11-18-70. No work has been performed.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization $2,218,093.60

Present estimate of project cost, including $1732.00 for work under this order $2,164,737.24

Expected under-run amount $53,356.36

Expected under-run per cent 2.406

Space to right of this line is for use of Salem Office

Submitted by: Resident Engineer

Approval Recommended: Division Engineer

Approval Recommended: Construction Engineer or Bridge Engineer

Approved: ~~Deputy State Highway Engineer~~

12-14-70

NOV 11 1970
FORM E-80-X (12-67)

I-405-1(34)

7312

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
November 10, 1970

To:

SUBJECT: East Fremont Interchange,
Units A and C
Contracts 7310 and 7312
Gore Point Protection

Mr. R. L. Shcroeder
Metropolitan Engineer

METRO

Attention Mr. Edward L. Hardt
Metro Bridge Construction Engineer

A. E.

Please refer to your letter of September 9 which enclosed a letter dated September 3 from Drake-Willamette Joint Venturers regarding bid items number 34 and 66.

I am enclosing a copy of a letter dated September 21 from our Legal Section which is self-explanatory. I also have contacted the Federal Highway Administration and requested them, through their California organization, to determine the terms of the sale or take-over of the John Rich Enterprises by the Energy Absorption Systems, Inc.

I have had no satisfaction from the Federal Highway Administration and they do not believe they will have any results. Therefore, it is our belief that the only thing we can do at this time is direct the contractor to install the gore point protection at his bid price and if he believes he has more money coming to make a claim for additional compensation.

Ivan D. Merchant
Bridge Engineer

IDM:dh
Enclosure

cc A. E. Johnson
Herbert A. Schell, Jr.

RECEIVED
SEP 30 1970
FILING

I-405-8(21)504
7312

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

September 28, 1970

Canron Limited
Fremont Project Office
22 East Fifth Avenue
Vancouver 10, B.C.
CANADA

Attention Mr. B. T. Lawry

Gentlemen:

Proposed Change in Paint Specification
East and West Fremont Interchanges

Problems associated with the application and curing of the inorganic zinc prime coat have resulted in your request to change the previously approved material. The requested change was from Rust Ban 191 to Rust Ban 193.

As explained to you by telephone on the afternoon of September 21, the proposed change will be satisfactory to the State and the Federal Highway Administration provided a letter is received from your paint supplier through Canron stating that one, Rust Ban 193 is the equal to Rust Ban 191 except for hardness of cured coating, and, two, that Rust Ban 193 is a Type I, Class 3, self-curing inorganic zinc silicate classification paint that, in the opinion of your paint supplier, is eligible to be placed on the QPL23236 list. Inasmuch as this is a major specification change, it will be necessary to process price agreements covering the change.

At this time we have had letters from the prime contractors on both the East and West Fremont Interchanges to the effect that they will agree to the change and at no additional cost to the State.

Until the above-mentioned letter is received from the paint supplier through you, any use of this material is at your own risk. We would like very much to have this letter at the earliest possible time so that this matter can be resolved to the satisfaction of all concerned.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

NOTED
A. E. JOHNSON

[illegible]

IDM:dh
cc Mr. Don Scott, PTL
Mr. Ken Peterson, PTL
Mr. A. E. Johnson
Mr. R. L. Schroeder
Mr. John Howard
Mr. Robert Shotwell

[illegible]
SEP 24 1970

I-405-8(24)-04
7-12

September 23, 1970

Oregon State Highway Commission

Gentlemen:

There will be on the agenda for your September 30 meeting a private crossing agreement with the Union Pacific Railroad Company requested by Drake-Willamette Joint Venturers for an access road across the Railroad's tracks at North Nesmith Avenue on the East Fremont Interchange Section in Portland.

This is the standard form of private crossing agreement prepared by the Railroad and requires the contractor to take the usual safety precautions, provide the usual insurance, keep the gates locked when the crossing is not in use, and reimburse the Railroad for any expense generated by this agreement.

We recommend your approval.

Very truly yours,

R. L. Porter
State Highway Engineer

cc: Floyd Query
Tom Edwards
A. E. Johnson
Victor D. Wolfe
F. D. Morgan (Attn: T. W. Litchfield)
L. W. Rulien

TWL:djg sr

I-405-8(24)304

731

Form

RECEIVED
SEP 21 1970
OFFICE OF
STATE HIGHWAY ENGINEER

STATE COPY 1P

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED EFFECTIVE DATE 8-31-70
Contingent upon modification of project agreement if additional funds are required
BY [illegible]
TITLE Dist. Engineer
DATE 9-18-70
FEDERAL HIGHWAY ADMINISTRATION

Project Name East-Fremont-Interchange Unit C
Highway Stadium Freeway
County Multnomah
Contractor Drake-Willamette, Joint Venturers
Address 1201 North Loring Street Portland, Oregon 97227

Date Sept. 2 1970
Contract No. 7312
Prefix 626-1022
F. A. Project No. I-405-8(24)304
Order No. 12

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Construct new footings and relocate existing sign approximately 6 ft. West and 6 ft. North of present location. Sign says BROADWAY BRIDGE*- LLOYD CENTER, Next Right.

1. Maximum equipment rental rates allowable as per A.G.C. Agreement.
2. Percentage allowed contractor is in accordance with the executed contract.

Location by station numbers:

"L" 337+90 Rt.

RECEIVED
SEP 9 1970
BRIDGE DIVISION

Estimate of quantities and cost:

Relocate Existing Sign	Labor	$400.00
	Materials	$400.00
	Equipment	$200.00
	Total	$1000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")
Contract plans called for widening of "L" line in this area, but no mention was made of existing sign. See drawing dated 9/1/70. No work performed to date. Order has been tentatively approved by F.H.W.A. Project specifications shall apply.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$2,218,093.60
Present estimate of project cost, including $ 1000.00 for work under this order	$2,148,363.97
Expected under-run ~~over-run~~ amount	$ 71,729.63
Expected under-run ~~over-run~~ per cent	3.234

Space to right of this line is for use of Salem Office

Submitted by: [illegible] Resident Engineer

NOTED TOM EDWARDS

Approval Recommended: Walter J. Hart ~~Construction Engineer or~~ Asst. Bridge Engineer

Approval Recommended: Edward H. Gault Assistant Division Engineer

Approved: [illegible] 9-22-70 ~~Deputy State Highway Engineer,~~ ~~Assistant State Highway Engineer~~

I-405-8(24)304

RECEIVED
SEP 1 1970
OFFICE OF
STATE HIGHWAY ENGINEER

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED EFFECTIVE DATE 8-13-70
Contingent upon modification of project agreement if additional funds are required
U. S. BUREAU OF PUBLIC ROADS
BY
TITLE Dist. Engineer
DATE

Project Name East Fremont Interchange Unit C
Highway Stadium Freeway
County Multnomah
Contractor Drake-Willamette, Joint Ventures
Address 1201 N. Loring Street, Portland, Oregon 97227

Date August 14, 1970
Contract No. 7312
Prefix 626-1022
F. A. Project No. I-405-8(24)304
Order No. 11

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Remove approximately 290 lin. ft. of new curb and approximately 185 of existing curb. Remove approximately 50 sq. ft. of A.C. pavement.

1. Maximum equipment rental rates allowed as per AGC-State agreement.
2. Percent allowed contractor is in accordance with the executed contract for this project.

Location by station numbers:

SE 335 to (SE 338+47.40 POT = Bk) (L 337+46.70 POT = Ah) to L 339

RECEIVED
AUG 18 1970
BRIDGE DIVISION

Estimate of quantities and cost:

Remove approximately 475 lin. ft. of curb
Remove approximately 50 sq. ft. of AC pavement $350.00

RECEIVED
AUG 26 1970
BRIDGE DIVISION

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")
Remove 290 lin. ft. of new curb due to grade error. Remove 185 ft. of existing curb to improve alignment. Remove approximately 50 sq. yds. of existing asphalt shoulder for construction purposes. Work has not been started.

NOTED
TOM EDWARDS

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$2,218,093.60
Present estimate of project cost, including $350.00 for work under this order	$2,147,363.97
Expected under-run amount	$70,729.63
Expected under-run per cent	3.188%

Space to right of this line is for use of Salem Office

Submitted by: James Dow
Resident Engineer

Approval Recommended:
~~Assistant~~ Division Engineer

Approval Recommended: Ivan D. Merchant
~~Construction Engineer or~~ Bridge Engineer

Approved: 9-8-70
~~Deputy State Highway Engineer,~~
~~Assistant State Highway Engineer or~~
Construction ~~Office~~ Engineer.

SP*6201-734

Form E-209-531

I-405-8(24)-4
73V2

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED EFFECTIVE DATE 8-13-70
Contingent upon modification of pro-agreement if additional funds are required
BY E J Valach
E. J. Valach
TITLE Dist. Engineer
DATE 8-26-70
U. S. BUREAU OF PUBLIC ROADS

Project Name East Fremont Interchange Unit C
Highway Stadium Freeway
County Multnomah
Contractor Drake-Willamette, Joint Venturers
Address 1201 North Loring St., Portland, Oregon 97227

Date ~~August 7~~, 1970.
Contract No. 7312
Prefix 626-1022
F. A. Project No. I-405-8(24)304
Order No. 10

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Remove sidewalk and curb and protect area with barricades.

1. Maximum equipment rental rates allowable as per A.G.C. Agreement.
2. Percentage allowed contractor is in accordance with the excuted contract.

Location by station numbers:

Westerly side of North Borthwick and At North Knott Street.

Estimate of quantities and cost:

Estimated Cost $450.00

NOTED
TOM EDWARDS

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Remove walk & curb along the westerly side of North Borthwick from the norther line of North Knott St. Approx. 100' place & Maintain barricades till work is completed. Other items to be paid at unit bid for related items. Work has not been started. Standard Specifications to apply.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$ 2,218,093.60	
Present estimate of project cost, including $ 450.00 for work under this order	$ 2,147,013.97	
Expected under-run ~~over-run~~ amount	$ 71,079.63	
Expected under-run ~~over-run~~ per cent	3.204%	

Submitted by: Resident Engineer

Approval Recommended: Division Engineer

Approval Recommended: Construction Engineer or Bridge Engineer

Approved: 8-28-70
~~Deputy State Highway Engineer,~~
~~Assistant State Highway Engineer or~~
Construction Office Engineer.

SP*23377-724

D [illegible] MAY 2 [illegible]

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

I-405-8(24)304

7312

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: May 21, 1970

In reply refer to: 08-35.6

Edwards
cc Klebel } 5-22-70,
Lab

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon I-405-8(24)304
East Fremont Interchange - Unit C

Attached is a stage inspection report on the painting of the first girder with inorganic zinc paint.

The report indicates that there are problems in securing the required depth in a single coat. Multiple coats are acceptable to this office.

It is also reported that the State inspectors are having trouble measuring the paint thickness with the specification required Tooke paint thickness gage.

Mr. Pillsbury of this office witnessed a demonstration at the plant showing the three available dry film gages. On the basis of that demonstration it will be acceptable to use the Elcometer gage for paint thickness determination, provided it is periodically checked by the Tooke gage.

Enclosure

NOTED
TOM EDWARDS

Copy to [illegible]
5-25-70

RECEIVED
MAY 22 1970
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

D MAY 2[illegible] 1970

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

I-405-8(24)304

7312

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: May 21, 1970

In reply refer to: 08-35.6

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

Edwards
cc Klobas
Lab
5-22-70

SUBJECT: Oregon I-405-8(24)304
East Fremont Interchange - Unit C

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The report indicates that there are problems in securing the required depth in a single coat. Multiple coats are acceptable to this office.

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Mr. Pillsbury of this office witnessed a demonstration at the plant showing the three available dry film gages. On the basis of that demonstration it will be acceptable to use the Elcometer gage for paint thickness determination, provided it is periodically checked by the Tooke gage.

Enclosure

NOTED
TOM EDWARDS

Copy to [illegible]
5-25-70

RECEIVED
MAY 22 1970
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

STATE COPY

FORM PR-33B
(REV. 3-68)

[illegible] (Mat Lab)
OSHD (Klebee)
OSHD (Tom Edwards)
Region Wash DC

Area Engr Bryant

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

CONSTRUCTION INSPECTION REPORT

(PPM 20-6.1)

(Check appropriate box) ☐ Contact ☒ Project Stage Inspection ☐ Final Inspection 10

Region No. 8	Report No. 7	County Multnomah	Division Oregon
Date of Inspection 5-7&11-70	Inspection Made By R.W. Pillsbury, Structural Engineer		Project No. I-405-5(24)304

In Company With R. Shotwell, E. Hardt, E. Rief, L.Miller, B. Bangert, OSHD
H. Schell, P. O'Neil, BPR

Quality of Work* Satisfactory	Progress of Work Satisfactory	Time Elapsed 33 %	Work Completed 27 %

Report to Include: (1) Scope of Inspection (2) Summary of Findings, Recommendations, and Action Taken.

*(*Not applicable for all Contracts.)*

EAST FREMONT INTERCHANGE - UNIT C

This inspection covered the cleaning and painting of the structural steel girders for Unit C of the East Fremont Interchange. The steel work for this unit is being done at the Fought Co. plant in Tigard, Oregon, who are also performing the cleaning and applying the shop coat of inorganic zinc paint.

The contract requires a 3 mil shop coat of inorganic zinc paint followed by a 5 mil field application of a vinyl topcoat. This paint system is very new and thought to be the best available at this time.

Painting with inorganic zinc requires a very clean surface with a correct anchor pattern. The correct anchor pattern is 1 to 1½ mils high with sharp points. The shop has experienced some difficulty obtaining this and then applying the paint. Small test sections were cleaned with a wheelabrator and painted. The paint did not adhere at first because the anchor pattern was not correct. The steel must be sandblasted to white metal to obtain a sharp anchor pattern. The pattern with the wheelabrator was too round. The shop is using a size 30 Monterey sand.

The shop wheelabrates all plate before fabrication. After fabrication the girders are then thoroughly sandblasted to white metal and painted within 24 hours. This procedure was being followed and was producing acceptable results.

The specifications requiru the paint to be applied either with airless spray or industrial pressure pots. The paint being used is Enjay Rust-Ban 191 and the manufacturer recommended using conventional pressure paint pots. The shop was using a pot with

(more)

RECEIVED
MAY [illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

REPLACES PR 33A 3-65, WHICH WILL NOT BE USED.

a pressure of 20 to 25 psi with a maintained nozzle air pressure of about 65 psi. The paint application was satisfactory but there was difficulty in obtaining enough paint to have a 3 mil dry thickness in one coat. As a result two and three coats were being applied. Consideration is being given to altering hose sizes, air pressures or even changing paint type to be able to do the painting in one coat. It is interesting to note that a commercial painter in Portland is able to get a one coat 3 mil thickness with 80 psi nozzle pressure. The State Materials Laboratory was also able to get good results with only 50 psi. The reasons for all the problems on this job are not known.

The specifications state that the dry film thickness shall be measured with a Micro-Metrics Tooke Paint Inspection Gage. The Tooke gage has a knife that cuts through the paint on an angle to the base metal. The thickness of the coat or coats of paint is then visually measured. With the inorganic zinc paint particle size it is not possible with the gage being used to make a clean cut (the knife edge tears through the paint surface) and have a surface that can be measured. In addition the paint is nearly the same color as the base metal which makes it difficult to tell the exact position of the base metal let alone the top of the anchor pattern. The State inspectors are using an Elcometer which is a two pole magnetic type gage. This gage seems to read the top of the anchor pattern as is required. A microtest gage was tried but was very erratic and appeared to read the base of the anchor pattern. Trial runs of all three instruments reveal erratic readings from all types. The Tooke and Elcometer gages appeared to read about the same while the Microtest gage read more.

In addition to the paint thickness gages the State inspectors are using 7 and 60 power illuminated inspection microscopes to view the anchor pattern prior to painting. They are able to tell if the pattern is such that the paint will adhere. The inspectors also have a General Electric Type 213 light meter to measure the light at the painting area to see if it meets the 100 footcandle minimum required in the contract.

The painting is progressing satisfactorily, but with problems. In addition to the above problems the paint will not stick to base metal that has been touched by human hands. It also shows the marks made in lumber crayon by the inspectors - even after being sandblasted clean! In spite of all the problems the completed work looks acceptable.

(more)

a pressure of 20 to 25 psi with a maintained nozzle air pressure of about 65 psi. The paint application was satisfactory but there was difficulty in obtaining enough paint to have a 3 mil dry thickness in one coat. As a result two and three coats were being applied. Consideration is being given to altering hose sizes, air pressures or even changing paint type to be able to do the painting in one coat. It is interesting to note that a commercial painter in Portland is able to get a one coat 3 mil thickness with 80 psi nozzle pressure. The State Materials Laboratory was also able to get good results with only 50 psi. The reasons for all the problems on this job are not known.

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The painting is progressing satisfactorily, but with problems. In addition to the above problems the paint will not stick to base metal that has been touched by human hands. It also shows the marks made in lumber crayon by the inspectors - even after being sandblasted clean! In spite of all the problems the completed work looks acceptable.

(more)

Our research of the material pertaining to this new paint system indicates that the use of multiple coats is satisfactory. On that basis and after viewing the completed work, I recommend acceptance of multiple coats.

After witnessing a demonstration of the use of the three paint thickness gages I recommend acceptance of the use of the Elcometer in lieu of the Tooke gage, provided occasional checks are made with the Tooke gage.

RECEIVED
MAY 11 1970
FOR FILING

**OREGON STATE
HIGHWAY DIVISION**

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

May 8, 1970

I-405-8(24)304
7312

Mr. R. E. Simpson
~~Division Engineer~~
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Re: Adjustment of Traffic Signals
City of Portland
East Fremont Interchange Section
Stadium Freeway - I-405
Multnomah County
Project No. I-405-8 (24) 304

NOT
F.B. [illegible]

Dear Sir:

Enclosed herewith you will find two (2) copies each of a lump sum estimate and sketches for the adjustment of traffic signals, to accommodate the construction of the subject project, dated September 23, 1969 and March 25, 1970.

Also enclosed are two (2) copies of our Staff Attorney's letter dated August 28, 1969, which sets forth the extent of the conflict as originally determined and established the basis for reimbursement. Subsequent to this letter further conflict was found and a meeting held with Traffic Bureau Engineers. The additional work is covered by the March 25, 1970 estimate.

The proposed adjustment involves a signal pole and 1100 feet of signal cable, therefore, the State is not entitled to a credit for expired service life under the provisions of Paragraph 9b (1) (b).

There will be no betterment derived from the proposed adjustment of the City of Portland's traffic signal facilities.

A certification as to the City's rights in the property occupied by their facilities is not required as right of reimbursement is covered by State-City Agreements dated April 13, 1962, November 24, 1964 and supplemental agreements thereto.

Permits will not be required for this adjustment as the relocated facilities will occupy City streets.

Your approval of the lump sum agreement as evidenced above and confirmation of Mr. C. N. Burghardt's verbal authorization to proceed with the work as of April 17, 1970, under the provisions of PPM 30-4 and 30-4.1 is requested.

Very truly yours,

F. D. Morgan
Construction Engineer

By:

T. W. Litchfield
Utilities Liaison Engineer

JMC:ss

Enclosures

cc: F. B. Klaboe
V. L. Gallagher (2)

RECEIVED
MAY 8 1970
OFFICE OF
STATE HIGHWAY ENGINEER

Form FHWA-12 (12-67)
UNITED STATES GOVI MENT

MAY 13 1970

FOR

Memorandum

U.S. DEP TMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: May 8, 1970

In reply refer to: 08-35-DA/420.252

I-405-8(24)304

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

KLABOE

SUBJECT: Oregon Projects I-405-8(22)304, I-405-8(23)304 and I-405-8(24)304
East Fremont Interchange
FHWA EEO Compliance Review on Donald M. Drake Co.

The FHWA held a home office compliance review on April 21, 1970. The contractor is considered to be in compliance based on the Company's EEO officer's statement that he accepts and will take action on the following recommendations.

1. It is recommended he place a copy of the required Company EEO Policy at the job sites.

2. It is recommended he increase their affirmative action in locating, qualifying, and increasing the skills of minority group applicants. The employment assistance director of the BIA office as an example could be contacted.

3. It is recommended he increase his efforts to develop in cooperation with the operating engineers and Teamsters unions, joint training programs aimed towards qualifying minority members for membership. Also make an effort to increase minority group opportunities within the unions.

4. It is recommended he have the subcontractors fill out the Form PR-1391 properly. Deficiencies were noted in the summarization of new hires.

Recommendations 1 and 4 may be answered by Attachment to the submission of the next PR-1391s. Recommendations 2 and 3 involves the submission of a monthly progress report for the next 3 months.

Attached is a copy of the FHWA Compliance Data Report.

Enclosure

5-13-70

REFERRED TO
Morgan
w/encl

RECEIVED
MAY 12 1970
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

COMPLIANCE DATA REPORT

1. STATE
Oregon

2. ☒ CONSTRUCTION ☐ NON-CONSTRUCTION

3. ☐ DIRECT FEDERAL ☒ FEDERALLY ASSISTED

4. REVIEW REPORT NUMBER
R/3-70-143

5. REVIEW AUTHORITY
☒ EXECUTIVE ORDER 11246 AS AMENDED ☐ SEC. 22(A) FED. HWY. ACT. 1968 ☐ CIVIL RIGHTS ACT 1964 AS AMENDED ☐ OTHER *(Specify)*

6. ☐ *PRE-AWARD REVIEW *(Not applicable to Federal-Aid Highway Projects)* ☐ POST-AWARD REVIEW ☐ FOLLOW-UP REVIEW

7. ☐ ON-SITE ☒ HOME OFFICE

8. CONTRACT OR PROJECT NO.
I-405-3(22)306,
I-405-3(23)306,
I-405-3(24)306

9. CONTRACT VALUE
$23,985,192.00

10. ☒ COMPREHENSIVE REVIEW

11. ☐ SPECIAL REVIEW

12. DATES OF REVIEW
April 21, 1970

13. CONTRACTOR IDENTIFICATION *(Identify if Minority Enterprise)*
☒ PRIME ☐ SUB ☐ VENDOR ☐ SUPPLIER ☐ OTHER *(Specify)*

14a. NAME AND ADDRESS OF CONTRACTOR
Donald M. Drake Co.
1740 N. W. Flanders St.
Portland, Oregon 97202

15. NAME AND TITLE OF POLICY OFFICER
Franklin G. Drake, Pres.

17. NAME AND TITLE OF EQUAL OPPORTUNITY EMPLOYMENT OFFICER.
B. K. McDonald, Treasurer

14b. PROJECT ADDRESS IF DIFFERENT
E. Fremont Interchange
1201 N. Loring St.
Portland, Oregon 97227

16. NAME AND TITLE OF PROJECT OFFICER
William A. Bugge,
Project Manager

18. IS WRITTEN AFFIRMATIVE ACTION COMPLIANCE PROGRAM AVAILABLE?
SEE ITEM 30H ☒ YES ☐ NO

19. CONTRACT OR PROJECT PRODUCTION SCHEDULE	BEGINNING DATE	ESTIMATED COMPLETION DATE	ANTICIPATED PEAK EMPLOYMENT DATES
	October 1969	October 1971	May 1971

20. DETERMINATION OF COMPLIANCE STATUS: ☒ IN-COMPLIANCE ☐ IN-NON-COMPLIANCE ☐ SEE FINDINGS, CONCLUSIONS, RECOMMENDATIONS AND AGREEMENT DETAILS PAGE 4 ITEM 31 AND 32

21. SUB-CONTRACTORS, VENDORS, SUPPLIERS, ETC. *(Name, Address, Total Employees, Percent Minorities) (Indicate if a Minority Enterprise)*

John L. Jersey & Sons, Inc., Portland, Ore.	-- 7	employees	-- 14%	minorities
W. R. Graalo Co., Portland, Oregon	-- 4	"	-- 0%	"
C. J. Montag & Sons, Portland, Oregon	-- 8	"	-- 12½%	"
Gilmore Steel Contractors, Vancouver, Wn.	--18	"	-- 11%	"
Coral Corp., Gladstone, Oregon	-- 3	"	-- 0%	"
U. S. Steel Corp., Portland, Oregon	-- 2	"	-- 0%	"

22. UNION AFFILIATIONS AND OTHER RECRUITING AND TRAINING DATA

UNION TITLE OR IDENTIFICATION A	UNION LOCAL NUMBER B	DOES UNION HAVE EXCLUSIVE REFERRAL RIGHTS C		DOES UNION SPONSOR OR PARTICIPATE IN PRE-APPRENTICE, APPRENTICE, OR POST-APPRENTICE TRAINING PROGRAMS? D		DOES CONTRACTOR SPONSOR OR PARTICIPATE IN PRE-EMPLOYMENT, APPRENTICE, OR POST EMPLOYMENT TRAINING PROGRAMS? E	
		YES	NO	YES	NO	YES	NO
Cement Masons	555	x		x		x	
District Council of Carpenters		x		x		x	
District Council of Laborers	320	x		x		x	
Joint Council of Teamsters #37	162	x			x		x
Operating Engineers	701	x			x		x
Ironworkers	29	x		x		x	
Pile drivers	2416	x		x		x	

23. OTHER RECRUITING SOURCES, ESPECIALLY MINORITY OR POVERTY ASSISTANCE ORIENTED

A. NAME OR OTHER IDENTIFICATION	B. ADDRESS
State Employment Office	Portland, Oregon
Private employment agencies (not considered to be minority orientated)	
Trade Journals " " " " " "	Portland, Ore.
Local newspapers-Oregonian & Daily Journal of Commerce(not considered to be minority orientate	
AGC and their contacts	
Respective Union Locals	
[illegible]	

Form FHWA-86 EXISTING STOCKS OF FORM FHWA-86 (12-67) WILL NOT BE USED

24. ON-SITE CONSTRUCTION EMPLOYMENT DA for Month Ending March 31, 19

TABLE A

LINE NO.	JOB CATEGORIES	TOTAL EMPLOYEES		TOTAL MINORITIES		NEGRO		ORIENTAL		AMERICAN INDIAN		SPANISH SURNAMED AMERICAN		APPRENTICES		ON THE JOB TRAINEES	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
1	OFFICIALS (MANAGERS)	1															
2	SUPERVISORS	4															
3	FOREMEN	5															
4	CLERICAL	1	1		1		1										
5	EQUIPMENT OPERATORS	9															
6	MECHANICS																
7	TRUCK DRIVERS	1															
8	IRONWORKERS																
9	CARPENTERS	16		4		4								3			
10	CEMENT MASONS																
11	ELECTRICIANS	8															
12	PIPEFITTERS, PLUMBERS																
13	PAINTERS																
14	LABORERS, SEMI-SKILLED	12		4		4											
15	LABORERS, UNSKILLED																
16																	
17																	
18																	
19																	
20																	
21	TOTAL	57	1	8	1	8	1							3			
22	TOTAL EMPLOYMENT FROM PREVIOUS REPORT (IF ANY)																

TABLE B

23	APPRENTICES	4		3		3								▨	▨	▨	▨
24	ON THE JOB TRAINEES													▨	▨	▨	▨

25. SUMMARIZE NEW HIRES FOR THE CURRENT MONTH INDICATING MINORITIES AND NON-MINORITES BY JOB CATEGORIES

4 pilebutts including 1 apprentice
2 teamsters
10 carpenters including 1 apprentice (Negro)
3 operating engineers
3 laborers

22 TOTAL (1 minority or 4½% of total)

26. SUMMARY ANALYSIS OF EMPLOYMENT DATA

The above employment data reflects favorable minority representation among the Carpenter craft and the Laborers. However, it is hoped that minority representation will eventually include American Indian and Spanish Surnamed Americans (both being a large part of the minority make up within Oregon and surrounding confines of Portland). Weaknesses are apparent within the Equipment Operators craft. Contractor's subs also have zero representation in this craft to date. Analysis also points out no minorities within the Foreman and Supervisory categories. Contractor is continuously monitoring his present minority work force for promotional possibilities and thus overcome this weakness.

27. CONTINUATION FROM PAGE 1-4 *(Show Item "No." Being Continued).* *IF ADDITIONAL SPACE IS REQUIRED, ATTACH SEPARATE SHEETS AND KEY ANSWERS TO ITEM NUMBERS*

(continued from number 31, page 4)

exist, and those which may develop. A strong, vigilant and alert, progressive program will be necessary for the life of the project. Time and much efforts over and beyond those of the contractors agents (working for numerous other contractors at the same time) will be necessary for success of contractor's EEO program for balance of construction.

28. HOME OFFICE EMPLOYMENT DATA -- April 21, 1970

LINE NO.	OCCUPATIONS (A)	MALE EMPLOYEES: TOTAL MALES (B)	MALE MINORITY GROUPS: NEGRO (C)	ORIENTAL (D)	AMERICAN INDIAN (E)	SPANISH AMERICAN (F)	FEMALE EMPLOYEES: TOTAL FEMALES (G)	FEMALE MINORITY GROUPS: NEGRO (H)	ORIENTAL (I)	AMERICAN INDIAN (J)	SPANISH AMERICAN (K)	TOTAL ALL EMPLOYEES (L)
1	OFFICIALS AND MANAGERS	7										
2	PROFESSIONALS	7										
3	TECHNICIANS	2										
4	SALES WORKERS											
5	OFFICE AND CLERICAL	3					10					
6												
7												
8												
9	Sub-total (White-collar)	19					10					
10	CRAFTSMEN *(Skilled)*	1										
11	OPERATIVES *(Semi-skilled)*	3		1								
12	LABORERS *(Unskilled)*											
13	SERVICE WORKERS											
14												
15												
16	Sub-total (Blue-collar)	4		1								
17	TOTAL	21		1			10					
18	Total employment from previous report (if any)											

THE DATA BELOW SHALL ALSO BE INCLUDED IN THE FIGURES FOR THE APPROPRIATE OCCUPATIONAL CATEGORIES ABOVE)

LINE NO.	ON-THE-JOB TRAINEES	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)
19	WHITE COLLAR											
20	PRODUCTION											

29. SUMMARY ANALYSIS OR EMPLOYMENT AND TRAINING DATA

The above data reflects 6 people working at their Beaverton shop and warehouse including the shop manager. Only 2 new hires (1 clerk and 1 office secretary) have been made during past 12 months. Turnover in the home office is very limited; but management intends to accept each opening as an affirmative action challenge to gain minority applicants and a qualified minority hire. Broadening of their recruitment to include more minority orientated sources should help.

30. SUMMARY, FINDINGS, CONCLUSIONS, RECOMMEDATIONS, AND AGREEMENTS

YES	NO	
		A. ARE REQUIRED POSTERS CONSPICULOUSLY DISPLAYED? Contractor has posted his affirmative action program in lieu of the required EEO Policy.
X		B. HAVE REQUIRED WRITTEN NOTICES BEEN SENT TO UNIONS?
X		C. ARE RECRUITING PUBLICATIONS USED TO SHOW "AN EQUAL OPPORTUNITY EMPLOYER"?
X		D. ARE SUCH PUBLICATIONS CIRCULATED IN MINORITY ORIENTED COMMUNITIES?
X		E. HAS CERTIFICATION RE: USE OF NON-SEGREGATED FACILITIES BEEN MADE?
X		F. ARE SUCH FACILITIES IN EFFECT PROVIDED ON A NON-SEGREGATED BASIS?
X		G. HAVE OTHER REPORTS REQUIRED BY FEDERAL, STATE, MUNICIPAL, OR OTHER STATUTES, REGULATIONS, DIRECTIVES, ETC., BEEN SUBMITTED?
X		H. HAVE GOALS TARGETS AND OTHER CONDITIONS OF AFFIRMATIVE ACTION COMPLIANCE PROGRAMS BEEN IMPLEMENTED IN SATISFACTORY OR ACCEPTABLE MANNER?
X		I. HAVE COMPLIANCE OR OTHER REVIEWS MADE BY OTHER AGENCIES RESULTED IN A DETERMINATION OF COMPLIANCE?
X		J. ARE PRESCRIBED EQUAL EMPLOYMENT OPPORTUNITY CLAUSES INCLUDED IN ALL APPLICABLE PURCHASE ORDERS, SUB-CONTRACTS, AND COLLECTIVE BARGAINING UNION AGREEMENTS?
X		K. ARE APPLICATIONS FOR EMPLOYMENT ACCEPTED, AND ARE SELECTIONS IN EFFECT MADE, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX OR NATIONAL ORIGIN?
		L. ARE TRANSFER, WAGE, TRAINING, MANPOWER DEVELOPMENT, PROMOTION AND OTHER EMPLOYMENT PRACTICES ACHIEVING EQUAL EMPLOYMENT RESULTS?

31. OTHER SIGNIFICANT OBSERVATIONS, COMMENTARY AND/OR DEFICIENCIES AND VIOLATIONS. *(SHOULD BE INDIVIDUALLY NUMBERED)*

Management was cooperative at all times during the review. Sincere agreement with principles and desire of the Executive Order are apparent from statements and recent action of management. No EEO program oppostion was detectable from any part of the company personnel. Management shows strong concern about reaching and maintaining a favorable compliance position and I believe they realize that complying with their affirmative action commitment will be no easy matter.

The contract is large in dollar volume, located in a pivotal position for EEO compliance observation (at edge of black Albina central city area of Portland), will be under construction probably for at least another year and a half, and will be employing between 150-200 people (subs included) during fotheoming peak employment period. Therefore, it is incumbent upon management to continue with a well-planned affirmative action program, hopefully including good public relations with the black residents of the construction area, strive to overcome weaknesses which presently

(continued under number 27, page 2)

32. RECOMMENDATIONS AND AGREEMENTS FOR CORRECTIVE ACTION AND TIME SCHEDULE *(INDIVIDUALLY NUMBERED)*

1. Place a copy of the required company EEO Policy on the bulletin board in front of the on-site office, and a second copy on the bulletin board within your on-site carpenter assembly building.
2. Increase affirmative action in locating, qualifying and increasing the skills of minority group applicants. Immediate contact and acquaintence should be made for example with the Employment Assistance Director of the nearby BIA office.
3. Increase efforts to develop in cooperation with the Operating Engineers and Teamsters unions, joint training programs aimed toward qualifying minority group members for membership.

(continued on attached sheet)

33. REVIEWED BY (INCLUDE COMMENTARY MEMO IF NON-CONCURRENCE)	☒ A. REGIONAL ADMINISTRATOR Deputy	☒ CONCUR	☐ DO NOT CONCUR	SIGNATURE AND DATE 5/1/70
	☒ B. REGIONAL OFFICE OF CIVIL RIGHTS	☒ CONCUR	☐ DO NOT CONCUR	A. O. Shellenberger 4/30/70
	☐ C. DIVISION ENGINEER	☐ CONCUR	☐ DO NOT CONCUR	
34. CONDUCTED BY	☒ A. REGIONAL OFFICE	SIGNATURE, TITLE AND DATE A. O. Shellenberger, Reg. Civil Rights Officer 4/30/70		
	☐ B. DIVISION OFFICE	SIGNATURE, TITLE AND DATE		

(Continued from number 32, page 4)

4. Contractor and subcontractor increase affirmative action in obtaining the cooperation of the Operating Engineers union local to increase minority group opportunities within the union and to also effect referrals by such union of minority group employees.
5. Have subcontractors fill out the Form PR-1391 properly. Deficiencies in particular have been noted in the space where they are to summarize new hires for the current month indicating minorities and non-minorities by job categories.
6. Contractor's action to recommendations 1 & 5 should be answered via an attachment with his next PR-1391 submittal. Contractor should submit a progress report to recommendation 2, 3 & 4 at 30 day intervals during the next 3 months.

On April 27, 1970, based upon the company's EEO Officer's statement that he accepts and will take action on the recommendations, the contractor is considered to be in compliance.

I-405-8(24)304

7312

Form

RECEIVED
MAY 18 1970
OFFICE OF
STATE HIGHWAY ENGINEER

STATE COPY
G-11p

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED EFFECTIVE DATE 5-20-70
Contingent upon modification of project agreement if additional funds are required.

BY
Dist. Engineer

DATE 5-15-70

U. S. BUREAU OF PUBLIC ROADS

Project Name	East Fremont Interchange Unit C ✓	Dated	May 1, 70
Highway	Stadium Freeway ✓	Contract No.	7312 ✓
County	Multnomah ✓	Prefix	626-1022 ✓
Contractor	Drake-Willamette, Joint Venturers ✓	F. A. Project No.	I-405-8(24)304 ✓
Address	1201 North Loring Street, Portland, Oregon 97227 ✓	Order No.	9 ✓

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Temporarily remove existing electrical service to a cantilver sign on I-5 and restore when NW Pier 1 is backfilled. (The Existing conduit cuts across the footing.

1. Maximum equipment rental rates allowable as per A.G.C. Agreement.
2. Percentage allowed contractor is in accordance with the executed contract.

Location by station numbers:

NW 312 + 68.

NOTED
F. B. KLABOE

Estimate of quantities and cost:

Remove & Restore approx. 40' of 3/4" Electric Service.

Labor	$200.00
Materials	100.00
Total	$300.00 ✓

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Conduit and cable, not shown on the project plans, runs from a PGE Service Pole with meter across Pier 1 NW Ftg. Conduit must be removed before contractor can proceed with pile driving. No work performed to date. Oreder has been approved by B.P.R.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$2,218,093.60 ✓	✓
Present estimate of project cost, including $300.00 ✓ for work under this order	$2,140,286.91	
Expected under-run ~~overrun~~ amount	$77,806.69	
Expected under-run ~~overrun~~ per cent	3.507	

Submitted by: Resident Engineer

Approval Recommended: Alfred C. Ru[illegible]
~~Construction Engineer or~~ Bridge Engineer

Approval Recommended: Edward [illegible]
Division Engineer

Approved: [illegible]
~~Deputy State Highway Engineer,~~
~~Assistant State Highway Engineer or~~
Con[illegible]tion Office Engineer.

5-18-70

GP*23577-734

RECEIVED
APR 29 1970

I-405-8(24)304
312

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 28, 1970

SUBJECT: Stay-in-Place Metal Deck Forms
Units A and B
East Fremont Interchange
Multnomah County
Contract 7310 and 7311

To:

Mr. A. E. Johnson
Metropolitan Engineer

METRO

Attention Mr. Edward L. Hardt
Asst. Metropolitan Engineer

I have reconsidered the request of Drake-Willamette Joint Venturers for permission to utilize stay-in-place metal forms on this project.

Considerable damage to the prime coat of paint may occur from working in the limited area of the boxes. Painting inside the closed boxes can be extremely hazardous. For these reasons the request of Drake-Willamette will be granted subject to compliance with the following conditions.

1. Support anchors for the metal forms will be installed by the steel fabricating shop and will be placed prior to shop painting. In the welding of support angles no welding will be permitted within one inch of the edge of a flange.
2. After the steel is erected and fully bolted, spot painting as required and the final field painting inside the boxes may be done.
3. Stay-in-place metal forms will be used to form the deck inside the boxes only. Removable forms shall be used to form the deck between boxes and the deck overhang.
4. The top of corrugation of the metal forms will be set at plan elevation for the bottom of the deck.
5. A credit will be made to the State in the amount of twenty cents per square foot for the area formed with stay-in-place metal forms.
6. The requirements of the attachment to Bureau of Public Roads Circular Memorandum (CM) 32-40, a copy of which is enclosed, shall be followed except as may be superseded by the conditions cited above.

NOTED
TOM EDWARDS

Your particular attention is called to the requirement that fabrication plans for the stay-in-place metal forms must be submitted for approval. In the application of the metal forms on this project, there are several specific points which are of concern. They are as follows:

A. The detail of the forms at the junction with the floor beams or ring beams.

B. A review of the stability of the support angles for side sway and buckling. The vertical edge of the concrete lug must be maintained at the edge of flange.

7. Some form panels will be removed from the early pours to prove the concrete placement. If the resulsts are satisfactory and the placement procedures remain the same, panels will not have to be removed in succeeding pours.

If the above conditions meet the contractor's approval, they may consider this as approval of the use of the metal stay-in-place forms subject to the receipt and approval of detail drawings covering their installation.

A price agreement will have to be prepared to cover the use of the stay-in-place metal forms.

Ivan D. Merchant
Bridge Engineer

WJH:DH
Attachment

cc Howard, Needles, Tammen & Bergendoff /w/ attach.
Tom Edwards
Robert Shotwell /w/ attach.

RECEIVED
APR 28 1970
OFFICE OF
STATE HIGHWAY ENGINEER

c

RECEIVED
APR 7 - 1970

FOR FILING

I-405-8(24)304
7312

Salem, Oregon
April 2, 1970

Mr. Ivan D. Merchant
Bridge Engineer

BUILDING

Please have someone establish a set of ground rules under which payment will be made for flagging labor at rates higher than laborers rate. Such practice basically should be followed only for intermittent or temporary operations such as having a pile buck flag while moving a driver across the street.

Tom Edwards
Assistant State Highway Engineer

TE:sr

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
A. E. Johnson

FORM E-30 (REV. 10-69)

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
March 30, 1970

SUBJECT: East Fremont Interchange
Units A, B, & C
Contract No.'s 7310, 7311 & 7312
Extra Work Order No. 1 (supplemental)

To: Mr. Ivan D. Merchant
Bridge Engineer
State Highway Building
Salem

The Contractor on the subject project recently requested that our rules for flagging labor be modified to allow for payment for higher labor classifications than laborer under certain conditions. Under date of March 19, 1970, we received a letter from your office which transmitted a letter from the bureau of Roads consenting to this request provided that the flagging orders be revised to provide for this change and to also indicate on the revised order that this change would result in a savings to the Highway Division.

Attached you will find five copies each of Extra Work Order No. 1 on each of the three contracts which have been revised in order to conform to the Bureau's requirements. Your approval of these orders as revised is recommended.

A. E. Johnson
Metropolitan Engineer

By:

ORIGINAL SIGNED BY EDWARD L. HARDT

Edward L. Hardt
Assistant Metropolitan Engineer

EIH:pb;

Enc

cc: Tom Edwards
Robert Shotwell
TOM EDWARDS

RECEIVED
MAR 31 1970
OFFICE OF
STATE HIGHWAY ENGINEER

SP*33675-796

March 25, 1970

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
Post Office Box 300
Salem, Oregon 97301

Dear Mr. Simpson:

Re: 08-35-D8
Oregon Projects (22),(23),(24)
East Fremont Complex

I have your memo of March 12 concerning use of workmen other than laborers for temporary flagmen for the protection of traffic.

We are revising our orders for extra work on each of the contracts per your instructions.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

CAG:dh mc
bc Forrest Cooper
R. L. Porter
I. D. Merchant

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: March 12, 1970

In reply refer to: 08-35-DB

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

Edwards

SUBJECT: Oregon Projects I-405-8(22), I-405-8(23), and I-405-8(24)
East Fremont Complex, Units A, B, and C
Contract Nos. 7310, 7311, and 7312
Flagging

Mr. Edwards' February 27 letter requested an indication if Federal-aid participation could be expected in a plan to utilize as temporary flagmen, pile bucks or other workers paid wages higher than laborers. The contractor has indicated that utilizing a workman from the crew moving equipment or other operations for temporary incidental flagging would result in an overall savings to the State.

I see no objection in participation with Federal-aid funds in the actual wages paid the workman's being temporarily utilized as a flagman.

In order to properly document the change, however, the extra work order covering flagging on the project should be revised to specifically provide for traffic flagmen wages at the higher rates and should include supporting information to demonstrate that such a revision will result in an overall savings to the contracting agency.

RECEIVED
MAR 17 1970
BRIDGE DIVISION

Copy Ivan

RECEIVED
MAR 16 1970
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

C

RECEIVED
APR 22 1970
FOR FILING

I-405-8(24)304
7312

Hj

3-17-70

March 19, 1970

Drake-Willamette, Joint Venturers
1201 N. Loring Street
Portland, Oregon 97227

MISC. CONTRACTS and AGREEMENTS No. 3926

Attention: Mr. R. E. Grant

Gentlemen:

Attached for your records is a fully executed copy of a supplemental agreement with Donald M. Drake Company and Willamette-Western Corporation modifying certain specifications dealing with administrative procedures that will simplify supervision of Contracts 7310, 7311 and 7312.

A fully executed copy of this agreement has been retained for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

flm
Att.
cc Ivan Marchant
G. E. Rohde (xerox copy of agreement attached)

RECEIVED
APR 6 1970
OFFICE OF
STATE HIGHWAY ENGINEER

Form E-300-6M

I-405-8(24)304

7312

STATE COPY

G-1P

APPROVED [illegible]
Contingent upon [illegible]
ect agreement [illegible] are
required

Dist. Engineer

3 APR 1970

DATE

U. S. BUREAU OF PUBLIC ROADS

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name East Fremont Interchange Unit C

Highway Stadium Freeway

County Multnomah

Contractor Drake-Willamette, Joint Venturers

Address 1201 North Loring Street, Portland, Oregon 97227

Date March 19, 1970

Contract No. 7312

Prefix 626-1022

F. A. Project No. I-405-8(24)304

Order No. 8

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Shorten reinforcing steel stirrups

1. Maximum equipment rental rates allowable as per AGC Agreement.
2. Percentage allowed contractor is in accordance with the executed contract.

Location by station numbers:

1. Crossbeam at "L" sta. 334 + 43 Rt.
2. Crossbeam at "L" sta 334 + 86 Lt.

NOTED
F. B. KLABOE

Estimate of quantities and cost:

Labor-- $160.00

Shorten Reinforcing stirrups

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")
Design of cap beam reinforcing steel did not allow for hinge joint clearance at end diaphram beams. Work has been completed. BPR approval has been recieved.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

		Space right of this line is for use of Salem Office
Project authorization	$ 2,218,093.60	
Present estimate of project cost including $ 160.00 for work under this order	$ 2,139,986.91	
Expected under-run ~~over-run~~ amount	$ 78,106.69	
Expected under-run ~~over-run~~ per cent	3.521%	

Submitted by: Resident Engineer

Approval Recommended: Alfred A. Roy
Construction Engineer or Bridge Engineer

4-6-70

Approval Recommended: ~~Assistant~~ Division Engineer

Approved
~~Deputy State Highway Engineer,~~
~~Assistant State Highway Engineer or~~
~~Office~~ Engineer.
Construction

State Printing

RECEIV
MAR 20 1970

FORM 6-20-X (12-67)

FOR FIL
I-405-8(24)304
7312

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 18, 1970

SUBJECT: East Fremont Interchange
Units A, B & C
Contracts Nos. 7310, 7311 & 7312
Stay-In-Place Deck Forms

To: A. E. Johnson
Division Engineer
5821 N.E. Glisan Street
Portland, Oregon 97213

Attention: Ed Hardt

Your letter of March 13 enclosed a letter dated March 5 from Drake-Willamette Joint Venturers on the East Fremont Interchange. This letter requested the use of "Stay-in-Place" deck forms within the steel box girder sections and offered the State a credit of .20¢ per square foot for the area formed or approximately $30,000.

This subject first came up during the advertising period on the West Fremont Interchange and was the subject of an addendum letter denying the request to use steel forms within the steel box girder sections. Paragraph 404-3.16 of the Special Provisions for Unit A refers to the same subject and requests removal of all form work from the cells of the steel box girders and also refers to form work in the concrete box girders.

It is our desire that the form work be removed as specified in the above mentioned Article 404-3.16.

ORIGINAL SIGNED
IVAN D. MERCHANT

Ivan D. Merchant
Bridge Engineer

IDM:jf
cc: Tom Edwards ✓

NOTED
TOM EDWARDS

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19
OFFICE OF
STATE HIGHWAY ENGINEER

Form E-206—3M

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APR 2 1970
OFFICE OF
STATE HIGHWAY ENGINEER

I-405-8(24)304

7312

STATE COPY

G-P

EGON STATE HIGHWAY DEPARTMEN

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED EFFECTIVE DATE 3-12-70
Contingent upon modification of project agreement if additional funds are required
BY
TITLE Dist. Engineer
DATE 31 MAR 1970
U. S. BUREAU OF PUBLIC ROADS

Project Name East Fremont Interchange Unit C
Date March 12, 1970
Highway Stadium Freeway
Contract No. 7312
County Multnomah
Prefix 626-1022
Contractor Willamette River Constructors ~~Drake-Willamette, Joint Ventures~~
F. A. Project No. I-405-8(24)304
Address 1201 North Loring Street, Portland, Oregon 97227
Order No. 7

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Repair sections of asphalt eroded by traffic in median area.

1. Maximum equipment rental rates allowable as per AGC Agreement.
2. Percentage allowed contractor is in accordance with the executed contract.

NOTED
F. B. KLABOE

Location by station numbers:

"L" 335+00

Estimate of quantities and cost:

Repair eroded asphalt	Labor	$735.00
	Material	150.00
	Equipment	315.00
	Totals	$1,200.00

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MAR 16 1970
[illegible] DIVISION

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Traffic has been diverted into the asphalt median area at the south end of the existing "L" Line Structure. This was necessitated by removal work being performed on the structure. Traffic has eroded away the asphalt paving where it meets the PCC Paving. Order has been approved by BPR. No work has been performed.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$2,218,093.60
Present estimate of project cost, including $1,200.00 for work under this order	$2,139,826.91
Expected under-run amount	$78,266.69
Expected under-run per cent	3.528%

Space to right of this line for use of Salem Office

Submitted by: Resident Engineer

Approval Recommended: Division Engineer

Approval Recommended: Clifford G. R. Construction Engineer ~~or Bridge Engineer~~

Approved: ~~Deputy State Highway Engineer,~~ ~~Assistant State Highway Engineer or~~ ~~Office Engineer.~~
Construction

4-2-70

ST 23377-734

ECEIVE
MAR 26 1970

**OREGON STATE
HIGHWAY DEPARTMENT**

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

I-405-8(24)304
1312

March 5, 1970

Mr. W. A. Bulley
Deputy Director
Washington State Highway Department
Highways-Licenses Building
Olympia, Washington 98501

Dear Mr. Bulley:

Mr. Shaw has referred to this office for answer, your question concerning our use of Pittsburgh Testing Laboratory for inspection of structural steel being fabricated in Japan.

As you are probably aware, the Bureau of Public Roads has ruled that the employment of outside agencies for this type of work is consulting engineering and as such comes under the purview of their PPM 40-6. This, of course, requires a selection policy by the Department and formal agreements covering the work.

The ball started rolling on the Fremont project when the first contractor for the West Approach complex placed his order for fabricated structural steel with a Vancouver, B.C. plant. Our out-of-state travel regulations and limited personnel experienced in this type of work dictated the use of a consultant for the work.

We sent our chief structural inspector, Mr. Rief, to Vancouver to review the plant, equipment, and personnel of the Vancouver plant and, also, to investigate any Vancouver-based consultants who might have the capability of performing the inspection work for us.

After Mr. Rief's report we selected three United States-based firms known to us and two Canadian-based firms for interviews and invited all to come to Salem for detailed interviews if they were interested in the work. All the firms selected called for interviews and all requested that they be permitted to submit an offer for the work.

In the interviews the general and detailed nature of the work, our requirements, the fabricating plant capabilities, and all other facets of the work are discussed in all detail. If the firm is still interested, they are handed a set of the job plans, specifications, and forms of agreement covering the inspection we require and advised that their offer would be considered.

One Canadian firm and the three domestic firms submitted offers. One Canadian firm did not submit an offer because of lack of available manpower.

In analyzing the consultants' offers, particular stress was laid on manning levels proposed, the nature of the work and all its many complexities, the possibility of an overrun in time of fabrication over the fabricators' very optimistic schedule, and the possibility of a part of the work being subcontracted out to other fabrication plants, the location of the office of the firm with which we would be dealing, knowledge of the firms' capabilities to do the work to specification requirements, and lastly, the fairness of the firms' offer.

Pittsburgh Testing Laboratory was selected for the West Fremont work even though they did not submit the lowest offer for the work.

The ball continued to roll when the second contract for the main span superstructure for the Fremont project went to Murphy Pacific Enterprises of Emeryville, California, with fabrication of steel in two of their plants in the San Francisco Bay area; two plants of the U. S. Steel Co., one in the San Francisco Bay area and one in the Chicago area; suspender strand and appurtenances fabricated at Trenton, New Jersey; and castings and forgings by National Forge at Erie, Pennsylvania.

Under these conditions we called in three domestic firms for interview and received two firm offers. In this instance Pittsburgh Testing Laboratory made the lowest offer which was accepted.

The ball stopped rolling when the contractor for the East Fremont complex placed his order for structural steel with the same Vancouver, B.C., firm holding the order for West Fremont, with partial fabrication to take place in six different shops at four wide-spread locations in Japan and shipped to Vancouver, B.C., for final fabrication, assembly, and partial painting. We made an investigation into the use of Japan-based inspection agencies to handle the work there for us but could not find any with capabilities we require. Inasmuch as we had commissioned Pittsburgh Testing Laboratory to do the West Fremont work, we requested that they make us an offer for the work in both Japan and Vancouver, B.C. Our principal reason for going to a single agency in this case was that we did not want two separate agencies in a single plant working on the same project. Pittsburgh Testing Laboratory made us an offer that we considered reasonable and they were commissioned to do the work.

I am enclosing a copy of our agreement with Pittsburgh Testing Laboratory for the East Fremont work which is typical for all agreements for work of this kind.

We are paying $13.50 a ton for the West Fremont work in Vancouver, $9.91 a ton for the main span superstructure work in the United States, and the price for work in Japan is shown in the enclosed agreement.

In general, we consider it a distinct advantage, almost a must, to have the work done by firms with local and readily accessible administrators.

If I can furnish you any further information, please do not hesitate to call.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:DH

cc Lloyd P. Shaw ✓

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[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 2 - 1970

FOR FILING

I-405-1(24)304
7312

February 27, 1970

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
Box 300
Salem, Oregon 97308

Re: East Fremont Interchange
Contracts No. 7310, 7311, 7312

Dear Sir:

A point of minor conflict has arisen on the Fremont Bridge project, having to do with flagmen. The Department's policy over past years has been to allow only the laborer rate for flagmen regardless of the actual wage being paid by the contractor to the men actually engaged in flagging. This policy was necessarily adopted to prevent contractors from employing flagmen at inflated rates over long periods of time.

The Fremont Bridge project is one where a considerable amount of flagging (short-term flagging) is required for moving machinery or beams or pile drivers across city streets which remain open. The contractor has taken the position that the need is adequately and most economically served by having some of the crew involved in a specific item of work doing this incidental flagging.

For instance, in moving a pile driver across the street, pile bucks who are on the job and being paid are used to do the flagging. This is a most economical approach. The contractor feels that in following this type of operation he saves the State money. His point is well taken.

In order to resolve this minor conflict, it is necessary for us to have a statement from the Bureau as to your willingness to participate to the full statutory limit in case the State elects to allow the contractor just compensation for using personnel paid at a higher rate than that of laborer for this incidental flagging.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

TE:ja

bc Forrest Cooper
R. L. Porter
F. B. Klaboe (enc.)
Victor D. Wolfe
Ivan Merchant
A. E. Johnson
F. D. Morgan (enc.)
L. H. Young (enc.)

FORM 2-30 (12-67)

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
February 11, 1970

SUBJECT: East Fremont Interchange
Contracts No. 7310, 7311, 7312
Payment for Flagging

To: Mr. Ivan D. Merchant
Bridge Engineer
State Highway Building
Salem

A dispute has arisen on the subject project with the Contractor regarding wage rates to be allowed for flagging labor. Our instructions have been to allow only the laborer rate for flagmen regardless of the wage rate of the individual performing the flagging. When this question first arose, I discussed same with John Bond, F. D. Morgan's Staff Assistant, who told me this question had already been answered and who sent a copy of a letter by F. B. Klaboe dated May 22, 1968 which was written to clarify the Department's policy on this matter (copy attached). Also attached are copies of letters from Robert Shotwell (1-21-70) and the Contractor (2-2-70) relating to this subject.

The Contractor's point is that in the instance where a flagman is needed for a short period of time, for example, as required to move a pile-driving rig across the freeway, it is not practical to fetch a laborer from another part of the project to act as a flagman. Rather than have the State pay the cost of bringing the man to the flagging area, he feels that it would be more economical to allow the higher rate for the workman on the scene. In the case of Sunday work (cited in his 2-2-70 letter) where there were no laborers on the project, the economies are obvious.

I realize that a policy-type decision regarding this question has already been made; however, since the Contractor has seen fit to not drop the issue, it is being referred to your office for consideration. Perhaps the points raised in his letter are different than those which led to the earlier decision. For what it's worth, I can find no reference in any applicable specification which states that only the laborer rate will be allowed for flagging and I believe the Contractor has made a valid point. } True

Your consideration of this matter is requested. If further information is desired, please advise.

RECEIVED
FEB 13 1970
BRIDGE DIVISION

A. E. Johnson
Metropolitan Engineer

By: Edward L Hardt
Edward L. Hardt
Assistant Metropolitan Engineer

4-8
7-30

Flagging is [illegible]
Laborer 5.25 hr
Pile butts 6.00 hr

NOTED
TOM EDWARDS

EIH:pb
cc: Robert Shotwell

DONALD M. DRAKE COMPANY
1740 N.W. Flanders Street
Portland, Oregon 97206

LAMETTE-WESTERN CORPORATION
Foot of N. Portsmouth Avenue
Portland, Oregon 97203

DRAKE - WILLAMETTE JOINT VENTURERS

EAST FREMONT INTERCHANGE PROJECTS

1201 N. Loring Street
Portland, Oregon 97227

RECEIVED
FEB 3 1970
ROBERT E. SHOTWELL
RESIDENT BRIDGE ENGINEER

February 2, 1970

TO: OREGON STATE HIGHWAY DEPARTMENT - METRO ENGR.
1101 N. RUSSELL STREET
PORTLAND, OREGON 97227

ATTN: ROBERT E. SHOTWELL, RESIDENT BRIDGE ENGINEER

RE: E. FREMONT INTERCHANGE
O.S.H.D. CONTRACTS NO'S. 7310, 7311 & 7312

Gentlemen:

Please be advised that Drake - Willamette, Joint Ventures, wishes to have further consideration given to labor rates rejected against E.W.O. No. 1 (flagging) by your letter of January 21, 1970, with the following information offered as supporting data for such reconsideration.

Our earliest verbal notice of this problem came to light on approximately January 6, 1970, by which time, Drake - Willamette, Joint Ventures had used piledrivers, operators, oilers, and laborers at various times as flagmen. Part of this flagging was done on a Sunday for a short period of time when the major Pacific Power & Light line above the east side of Interstate Avenue near the southeast footing of Pier WE-9 was deactivated to permit access to this work area. Pacific Power & Light Company can only deactivate this major power line during this off-peak power load interval. Quite obviously, the O.S.H.D. would not have wanted Drake - Willamette to call out general laborers to standby during this time as the cost would have involved a minimum of 4 hr. at double-pay rate. As it happened, piledrivers were used at considerable savings to the O.S.H.D.

Regarding three other circumstances where labor crafts, other than general laborers were used as flagmen, the following points must be considered:

1) The East Fremont Interchange is a large project on which various crews are working in most cases, at considerable distance from each other not making general laborers readily available at all times.

2) To request a foreman to go to some other area on the project to obtain general laborers to serve as flagmen, would involve additional time of the foremen and usually use of a vehicle as transportation which would only further increase flagging costs to the state - during which time, available labor is standing by doing nothing.

RECEIVED
FEB 13 1970
BRIDGE DIVISION

3) Because of existing labor union agreement stipulatious, the various crafts must be paid all day at the highest rate at which they work during any portion of the work day.

Referring to Mr. Klaboe's letter, included with your aforementioned letter of January 21, 1970, may we call your attention to Section 9-8 (a) - (1) of the O.S.H.D. regarding "actual wages paid to laborers and foremen ---," etc. It is Drake - Willamette's contention that this section means that the contractor will be paid at the minimum rate for a specific labor craft, for any work done by that craft which was our basis in billing for the flagmen up to this date. The only apparent stipulation regarding selection of flagmen appears to rest in Section 7-30- (b) & (c) of the aforementioned specifications and we will attempt to comply from this date in using general laborers as flagmen.

While Drake - Willamette, Joint Ventures does not wish to be arbitrary regarding this problem, it appears to be much more complex than is apparent at first glance. Therefore, it is requested that further consideration be given to the existing billings, and that clarification be given to future circumstances.

Very truly yours,

WILLIAM A. BUGGE
Project Manager

WAB/alb

RECEIVED
FEB 13 1970
BRIDGE DIVISION

Portland, Oregon 97227
January 21, 1970

RE: Flagmen & Extra Work
East Fremont Interchange
Units A,B,C
Contracts No's. 7310,7311,7312
Bridge No's. 8958-1,-2,-5
Prefix No's. 626-1017,-1018,-1022
F.A.P. No's. I-405-3(24)504
I-405-3(25)504
I-405-3(22)504

Drake-Willamette, Joint Venturers
1201 North Loring Street
Portland, Oregon 97227

Attention: William Bugge

To clarify our previous discussions as to flagmen's pay on Extra Work I have enclosed a decision by F.B. Klaboe, Assistant State Highway Engineer. The letter is a reponse from an inquiry from Coral Corp. regarding using trades other than Laborers as flagmen. I believe our situation of using pile bucks as flagmen and only paying Laborers wages closely parallels this.

I therefore must correct your EWO billing to reflect this policy.

Very Truly yours,

Robert E. Shotwell
Resident Bridge Engineer

RES:rsr
CC: A.E. Johnson
Files.

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FEB 13 1970
BRIDGE DIVISION

METROPOLITAN ENGINEER
RECEIVED
JAN 22 1970

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 22, 1968

Routing
✓ Morgan
Decker
| Bond
Barbee
Walker
Glenn
Swan S
Pearce
Murdock
Trout
Scott
Wills
Litchfield
Olson

RECEIVED
MAY 22 1968
CONSTRUCTION
DIVISION

Mr. J. B. Irving
President
Coral Corporation
Post Office Box 258
Gladstone, Oregon 97027

Dear Mr. Irving:

In your letter of May 8 you inquired as to our interpretation of Section 7-30(c)3 of our Standard Specifications which relates to the furnishing of flagment and pilot car operators.

Our practice has been to make the 50 percent reimbursement in accordance with the actual work that is being done. Where flagmen are involved, this would normally be at the laborer's rate. This practice would not seem to be in conflict with the provisions of 7-30 nor with Section 9-3.

We believe it is in the State's best interest to stay with this interpretation. There may be occasions when this, to some degree, is unfavorable to the contractor, but it would be very difficult to consistently and fairly apply any other interpretation.

Very truly yours,

Forrest Cooper
State Highway Engineer

By ORIGINAL SIGNED BY
F. B. KLABOE

F. B. Klaboe
Assistant State Highway Engineer

RECEIVED
FEB 13 1970
BRIDGE DIVISION

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. H. Young

5/23/68
[illegible]

METROPOLITAN ENGINEER
RECEIVED
JAN 16 1970
ME AME AME MSS MCE MTL

RECEIVE
FEB 17 1970

FOR FILING
I-405-9(34)364
7312

February 16, 1970

Oregon State Highway Commission

Gentlemen:

Bidding specifications for Units A, B, and C of the East Fremont Interchange complex called for separate contracts for each of the units. Such a procedure was necessary for the orderly conduct of the work if three separate contractors had been successful bidders. However, one firm (Drake-Willamette, Joint Ventures) tendered the low offer on the three units (contracts 7310, 7311, 7312).

The language of the three contracts concerning administrative procedures in connection with contractor's payrolls and other reports is identical. With award of all three contracts to a single bidder, this causes needless repetitive work on the part of both the contractor and the State. Efficient interplay of machines and manpower between the contracts prohibits meaningful separation of equipment, time and labor costs.

We have a supplemental agreement between the State and the contractor modifying certain specifications dealing with administrative procedures that will simplify supervision of the contract.

I recommend that you approve the supplemental agreement and authorize the Secretary to execute it for and on your behalf.

This matter will be on the agenda for your consideration at the March 17 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Tom Edwards
V. D. Wolfe
Ivan Merchant
F. D. Morgan
L. H. Young
A. E. Johnson

CAG:dh/TE:sr sr

C

RECEIVED
FEB 16 1970
FOR FILING

I-405-8(24)304

7312

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

TO: Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: February 10, 1970

In reply refer to: 08-35-DA

FROM: R. E. Simpson, Division Engineer
Salem, Oregon

Edwards

SUBJECT:

East Fremont, Unit A Cont. 7310 FAP I-405-8(22)304
East Fremont, Unit B Cont. 7311 FAP I-405-8(23)304
East Fremont, Unit C Cont. 7312 FAP I-405-8(24)304

The proposed supplemental agreement forwarded with Mr. Merchant's February 4 letter is satisfactory as to form. Please furnish us with the regular number of copies for our approval after the agreement is executed.

Copy - Merchant
2-16-70

NOTED
TOM EDWARDS

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FEB 11 1970
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

STATE COPY 6-11 C

Form: F-208—6M

RECEIVED
FEB 27 1970
OFFICE OF
[illegible] HIGHWAY ENGINEER

I-405-8(24)304
73/82

APPROVED EFFECTIVE DATE
contingent upon modification of project agreement if additional funds are required.
Dist Engineer
TITLE
20 FEB 1970
DATE
U.S. BUREAU OF PUBLIC ROADS

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name East Fremont Interchange Unit C

Date February 2 1970

Highway Stadium Freeway

Contract No. 7512

County Multnomah

Prefix 626-1022

Contractor ~~Drake-Willamette, Joint Ventures~~ Willamette River Constructors

F. A. Project No. I-405-8(24)304

Address 1201 North Loring Street, Portland, Oregon 97227

Order No. 6

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Drill holes in existing deck and secure temporary type A rail posts to deck. Remove tie downs and patch holes.

1. Maximum equipment rental rates allowable as per AGC Agreement.
2. Percentage allowed contractor is in accordance with the executed contract.

Location by station numbers:

"L" 325+50 to "L" 336+00.

NOTED
F. B. [illegible]

Estimate of quantities and cost:

Revise Type "A" Barrier-	Material	$1,173.00
	Labor	$3,388.00
	Equipment	215.00
		$4,776.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Recent collision with type "A" barrier prove it to be unstable. This work is to secure temporary concrete posts to bridge deck in order to alleviate this condition. Prior approval has been received from BPR. No work has been performed.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization $2,218,093.60

Present estimate of project cost, including $4,776.00 for work under this order $2,138,626.91

Expected under-run ~~over-run~~ amount $79,466.69

Expected under-run ~~over-run~~ per cent 3.58

Space to right of this line is for use of Salem Office

Submitted by: Resident Engineer

Approval Recommended: Edward [illegible] ~~Assistant~~ Division Engineer

Approval Recommended: Construction Engineer or Bridge Engineer

Approved: ~~Deputy State Highway Engineer,~~ ~~Assistant State Highway Engineer or~~ Office Engineer.

2-27-70

SP*23377-734

Form E-86-1M

RECEIVED
FEB 9 1970
OFFICE OF
STATE HIGHWAY ENGINEER

I-405-8(24)304
7312

STATE COPY 6-1P

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED EFFECTIVE DATE
Contingent upon modification of project agreement if additional funds are required
BY
TITLE Dist. Engineer
DATE 5 FEB 1970
U. S. BUREAU OF PUBLIC ROADS

Project Name	East Fremont Interchange Unit C	Date	~~January 26, 1970~~
Highway	Stadium Freeway	Contract No.	7312
County	Multnomah	Prefix	626-1022
Contractor	Willamette River Constructors Drake-Willamette, Joint Venturers	F. A. Project No.	I-405-8(24)304
Address	1201 North Loring St., Portland, Oregon 97227	Order No.	5

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Connect private 6" sewer pipe.
1. Maximum equipment rental rates allowable as per A.G.C. Agreement.
2. Percentage allowed contractor is in accordance with the executed contract.

Location by station numbers:

"SE" line Pier No. 11 Approx. SE Sta. 332+25.

NOTED
F. B. KLABO

Estimate of quantities and cost:

Labor	$57.89
Materials	41.75
Equipment	47.86
Total	$147.50

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Broke live 6" sanitary sewer while excavating for footing on Pier No. 11 in SE line. Not shown on the plans. Connected sewer for house facilities. Telephone call to Salem approved work to be done. Work was done January 16, 1970. State and City standards were met in making this installation.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$2,218,093.60
Present estimate of project cost, including $147.50 for work under this order	2,133,850.91
Expected under-run ~~XXXXXXX~~ amount	$84,242.69
Expected under-run ~~XXXXXXX~~ per cent	3.8

Space at right of this line is for use of Salem Office

Submitted by: Resident Engineer

Approval Recommended: Alfred A. Rein ~~Construction Engineer or~~ Bridge Engineer

Approval Recommended: Assistant Division Engineer

Approved: G. T. Webber ~~Deputy State Highway Engineer, Assistant State Highway Engineer or~~ for Construction ~~Office~~ Engineer.

SP*23577-734

Rec'd H Morgan 2-9-70

STATE COPY

Monthly transaction number 1-31	F PR-2A (Rev. 10-68)	ate Oregon
Project report number 2	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION BUREAU OF PUBLIC ROADS	County Multnomah
Modification number 1	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** (PPM 21-7) 1-12-70	Project number I-405-8(24)304

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on September 25, 1962, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 2,343,837	$ 2,217,984
Federal funds	$ 2,162,100.00	$ 2,045,00.00
Other revisions		

This modification is made for the following reasons:

Based on revised project agreement estimate.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 12th day of January, 19 70.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Department)

By J N Klaboe

Assistant State Highway Engineer
(Title)

By ____________________

____
(Title)

By ____________________

____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

By G. Green
(Division Engineer)

For: R. E. Simpson

Federal-Aid
Oregon State Highway Division　Project No. I-405-8(24)304

E. FREMONT INTERCHANGE (UNIT "C")

ON THE STADIUM FREEWAY IN MULTNOMAH COUNTY

Revised Project Agreement Estimate

Salem, Oregon, December 26, 1969

Type Code X921
Bridge No. 8958-3 (Sta. "EN" 327+54) (Contract No. 7312)
Roadway

Temporary Protection and Direction of Traffic	All Required		$ 23,986.00
Clearing and Grubbing	All Required		92,966.00
General Excavation, Unclassified	28,000 cu.yd.	$ 1.00	28,000.00
Finishing Roadbed and Slopes	All Required		2,000.00
Trench Excavation	2,560 cu.yd.	6.00	15,360.00
Special Backfill in Drains	90 cu.yd.	10.00	900.00
Watering	150 M-gal.	4.00	600.00
Pavement Replacement	470 lin.ft.	10.00	4,700.00
Stone Base	1,260 cu.yd.	4.30	5,418.00
3/4" - 0 Material in Leveling Course	320 cu.yd.	4.70	1,504.00
Cement-Treated Base Mixture	440 ton	6.60	2,904.00
Portland Cement in CTB Mixture	23 ton	30.00	690.00
Class "B" Asphalt Concrete	630 ton	8.80	5,544.00
8-inch Continuously Reinforced Concrete Pavement	1,600 sq.yd.	12.00	19,200.00
8-inch Reinforced Concrete Pavement	110 sq.yd.	11.00	1,210.00
12-inch Reinforced Concrete Bridge End Panels	90 sq.yd.	18.00	1,620.00
Pavement Terminal Anchors	100 lin.ft.	17.00	1,700.00
Class "A" Concrete in Walls	32 cu.yd.	110.00	3,520.00
Reinforcement in Walls	2,600 lb.	0.13	338.00
8-inch Storm Sewer Pipe	1,340 lin.ft.	3.00	4,020.00
12-inch Storm Sewer Pipe	1,800 lin.ft.	5.00	9,000.00
21-inch Storm Sewer Pipe	160 lin.ft.	10.00	1,600.00
10-inch Sanitary Sewer Pipe	66 lin.ft.	5.00	330.00
6-inch Drain Pipe	260 lin.ft.	2.50	650.00
8-inch Drain Pipe	130 lin.ft.	3.00	390.00
Concrete Manholes	15 only	500.00	7,500.00
Concrete Inlets, Type B	24 only	200.00	4,800.00
Concrete Inlets, Type G-1	4 only	150.00	600.00
Concrete Inlets, Type CG-1	1 only	175.00	175.00
Concrete Inlets, Type P	3 only	125.00	375.00

Curb Inlets	2	only	125.00	250.00
Adjusting Manholes	1	only	200.00	200.00
Concrete Curbs	110	cu.yd.	68.00	7,480.00
Concrete Islands	6	cu.yd.	62.00	372.00
Concrete Walks and Surfacing	500	sq.yd.	8.00	4,000.00
Extra for A.C. Concrete Walks	1,150	sq.yd.	1.40	1,610.00
Guide Posts, Y-2	22	only	10.00	220.00
Guard Rail, Type 1	55	lin.ft.	3.00	165.00
Guard Rail, Type 1A	80	lin.ft.	8.75	700.00
Guard Rail, Type 2A	1,400	lin.ft.	6.50	9,100.00
Barricade, Type 2	700	lin.ft.	4.00	2,800.00
Guard Rail Terminal Anchors	3	only	225.00	675.00
Extra for Guard Rail Bridge Connection	10	only	150.00	1,500.00
Painting Metal Rail Members	2,000	lin.ft.	0.15	300.00
6' Chain Link Fence	280	lin.ft.	3.20	896.00
Roadside Seeding	10	acre	100.00	1,000.00
Roadside Mulching	10	acre	225.00	2,250.00
Grass Seed Mixture	300	lb.	1.00	300.00
Inorganic Fertilizer, 22-16-8-2S	38	cwt.	10.00	380.00
Structure				
Removal and Remodeling of Existing Bridge	All	Required		51,008.00
Shoring, Cribbing, Etc.	All	Required		97,180.00
Structural Excavation	2,300	cu.yd.	3.50	8,050.00
Structural Excavation Below Elevation Shown	220	cu.yd.	3.50	770.00
Special Backfill for Abutments	50	cu.yd.	7.00	350.00
Furnish Treated Timber Piling	7,460	lin.ft.	1.30	9,698.00
Furnish 14 BP 73 Steel Piling	13,170	lin.ft.	6.00	79,020.00
Drive Treated Timber Piling	164	only	90.00	14,760.00
Drive Steel Piling	218	only	107.00	23,326.00
Splice Steel Piling	100	only	35.00	3,500.00
Class "A" Concrete (8,252 cu.yds.)	All	Required		872,102.00
50'/55' Type 3 Prestressed Beam	5	only	1,200.00	6,000.00
60'/65' Type 3 Prestressed Beam	2	only	1,400.00	2,800.00
65'/70' Type 3 Prestressed Beam	19	only	1,400.00	26,600.00
Reinforcement (2,712,700 lb.)	All	Required		300,572.00
Structural Steel (352,500 lb.)	All	Required		207,898.00
Gore Point Protection	All	Required		3,070.00
Metal Parapet Railing	4,338	lin.ft.	7.50	32,535.00
8-inch PVC Pipe	1,460	lin.ft.	8.20	11,972.00

Preparation of Slopes	630 sq.yd.	0.80	504.00
Slope Paving	630 sq.yd.	12.00	7,560.00
Traffic Control Devices			
Sign Support Footings	All Required		2,375.00
Breakaway Sign Post	All Required		400.00
Sign Bridge Structure	All Required		29,000.00
Revise Existing Sign Bridge Structures	All Required		1,635.00
Structure Mounts	All Required		5,700.00
Sign Illumination Equipment	All Required		4,460.00
Painted Wood Sign Posts	All Required		200.00
Type "A" Signs in Place	1,150 sq.ft.	8.00	10,350.00
Type "D" and "R" Signs in Place	82 sq.ft.	5.00	410.00
Type "M" Signs in Place	68 sq.ft.	6.00	408.00
Illumination Installation, Complete	All Required		33,250.00
	Subtotal		$2,123,261.00
Contractor's Lump Sum Reduction	All Required		(115,912.27)
			$2,007,349.73
Flagging (60% of Contractor's Cost)	All Required		$ 7,500.00
EWO #2 Remove & Reinstall Barricade	All Required		1,500.00
	Subtotal		$ 9,000.00
	Subtotal		$2,016,349.73
	10% Engr. & Cont.		201,634.27
	Total		$2,217,984.00

Length of Project - - - 0.00 Miles

Retained in Program Status

Tack Coat	All Required	100.00
Barricade New Ramps, Temporary	All Required	2,000.00
	Subtotal	$ 2,100.00
	10% Engr. & Cont.	210.00
	Total	$ 2,310.00

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Structure	$2,217,984.00	$2,045,000.00	$172,984.00
Retained in Program	2,310.00	2,000.00	310.00
	$2,220,294.00	$2,047,000.00	$173,294.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Group 1 - 100%
Prefix 626-1022

STATE COPY

Form Approved; Budget Bureau No. 41-R2089.1

MONTHLY TRANSACTION NO. 9-67	FORM PR-2 (REV. 3-66) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE Oregon
PROJECT REPORT NO. 6	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)* 9-25-69	COUNTY Multnomah PROJECT NO. I-405-3(24)304

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

E. Fremont Interchange (Unit "C") on the Stadium Freeway

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		▨
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		▨
CONSTRUCTION	7-30-69	0.00
OTHER *(Specify)*		

FUNDS Pro rata 92.25%

ESTIMATED TOTAL COST OF PROJECT $ 2,343,837	FEDERAL FUNDS $ 2,162,100.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By ____________________

____
(Title)

By ____________________

____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By ____________________
(Division Engineer)

For: R. E. Simpson

Date executed by Division Engineer SEP 25 1969

STATE COPY

Form Approved; Budget Bureau No. 41-R2089.1

MONTHLY TRANSACTION NO. 9-67	FORM PR-2 (REV. 3-66) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE Oregon
PROJECT REPORT NO. 6	FEDERAL-AID PROJECT AGREEMENT (PPM 21-7) 9-25-69	COUNTY Multnomah PROJECT NO. I-405-1(24)304

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

N. Fremont Interchange (Unit "C") on the Stadium Freeway

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH (Miles)
HIGHWAY PLANNING		▨
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		▨
CONSTRUCTION	7-30-69	0.00
OTHER (Specify)		

FUNDS Pro rata 92.25%

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 2,343,837	$ 2,162,100.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By ____________________
____
(Title)

By ____________________
____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC RODS

By G. L. Green
(Division Engineer)

For: R. E. Simpson

Date executed by Division Engineer SEP 25 1969

Oregon State Highway Division

Federal-Aid
Project No. I-405-8(24)304

E. FREMONT INTERCHANGE (UNIT "C")

ON THE STADIUM FREEWAY IN MULTNOMAH COUNTY

Project Agreement Estimate

Salem, Oregon, September 17, 1969

Type Code X921
Bridge No. 8958-3 (Sta. "EW" 327+54) (Contract No. 7312)
Roadway

Temporary Protection and Direction of Traffic	All Required		$ 23,986.00
Clearing and Grubbing	All Required		92,966.00
General Excavation, Unclassified	28,000 cu.yd.	$ 1.00	28,000.00
Finishing Roadbed and Slopes	All Required		2,000.00
Trench Excavation	2,560 cu.yd.	6.00	15,360.00
Special Backfill in Drains	90 cu.yd.	10.00	900.00
Watering	150 M-gal.	4.00	600.00
Pavement Replacement	470 lin.ft.	10.00	4,700.00
Stone Base	1,260 cu.yd.	4.30	5,418.00
3/4" - 0 Material in Leveling Course	320 cu.yd.	4.70	1,504.00
Cement-Treated Base Mixture	440 ton	6.60	2,904.00
Portland Cement in CTB Mixture	23 ton	30.00	690.00
Class "B" Asphalt Concrete	630 ton	8.80	5,544.00
8-inch Continuously Reinforced Concrete Pavement	1,600 sq.yd.	12.00	19,200.00
8-inch Reinforced Concrete Pavement	110 sq.yd.	11.00	1,210.00
12-inch Reinforced Concrete Bridge End Panels	90 sq.yd.	18.00	1,620.00
Pavement Terminal Anchors	100 lin.ft.	17.00	1,700.00
Class "A" Concrete in Walls	32 cu.yd.	110.00	3,520.00
Reinforcement in Walls	2,600 lb.	0.13	338.00
8-inch Storm Sewer Pipe	1,340 lin.ft.	3.00	4,020.00
12-inch Storm Sewer Pipe	1,800 lin.ft.	5.00	9,000.00
21-inch Storm Sewer Pipe	160 lin.ft.	10.00	1,600.00
10-inch Sanitary Sewer Pipe	66 lin.ft.	5.00	330.00
6-inch Drain Pipe	260 lin.ft.	2.50	650.00
8-inch Drain Pipe	130 lin.ft.	3.00	390.00
Concrete Manholes	15 only	500.00	7,500.00
Concrete Inlets, Type B	24 only	200.00	4,800.00
Concrete Inlets, Type G-1	4 only	150.00	600.00
Concrete Inlets, Type CG-1	1 only	175.00	175.00
Concrete Inlets, Type P	3 only	125.00	375.00

Curb Inlets	2 only	125.00	250.00
Adjusting Manholes	1 only	200.00	200.00
Concrete Curbs	110 cu.yd.	68.00	7,480.00
Concrete Islands	6 cu.yd.	62.00	372.00
Concrete Walks and Surfacing	500 sq.yd.	8.00	4,000.00
Extra for A.C. Concrete Walks	1,150 sq.yd.	1.40	1,610.00
Guide Posts, Y-2	22 only	10.00	220.00
Guard Rail, Type 1	55 lin.ft.	3.00	165.00
Guard Rail, Type 1A	80 lin.ft.	8.75	700.00
Guard Rail, Type 2A	1,400 lin.ft.	6.50	9,100.00
Barricade, Type 2	700 lin.ft.	4.00	2,800.00
Guard Rail Terminal Anchors	3 only	225.00	675.00
Extra for Guard Rail Bridge Connection	10 only	150.00	1,500.00
Painting Metal Rail Members	2,000 lin.ft.	0.15	300.00
6' Chain Link Fence	280 lin.ft.	3.20	896.00
Roadside Seeding	10 acre	100.00	1,000.00
Roadside Mulching	10 acre	225.00	2,250.00
Grass Seed Mixture	300 lb.	1.00	300.00
Inorganic Fertilizer, 22-16-8-2S	38 cwt.	10.00	380.00
Structure			
Removal and Remodeling of Existing Bridge	All Required		51,008.00
Shoring, Cribbing, Etc.	All Required		97,180.00
Structural Excavation	2,300 cu.yd.	3.50	8,050.00
Structural Excavation Below Elevation Shown	220 cu.yd.	3.50	770.00
Special Backfill for Abutments	50 cu.yd.	7.00	350.00
Furnish Treated Timber Piling	7,460 lin.ft.	1.30	9,698.00
Furnish 14 BP 73 Steel Piling	13,170 lin.ft.	6.00	79,020.00
Drive Treated Timber Piling	164 only	90.00	14,760.00
Drive Steel Piling	218 only	107.00	23,326.00
Splice Steel Piling	100 only	35.00	3,500.00
Class "A" Concrete (8,252 cu.yds.)	All Required		872,102.00
50'/55' Type 3 Prestressed Beam	5 only	1,200.00	6,000.00
60'/65' Type 3 Prestressed Beam	2 only	1,400.00	2,800.00
65'/70' Type 3 Prestressed Beam	19 only	1,400.00	26,600.00
Reinforcement (2,712,700 lb.)	All Required		300,572.00
Structural Steel (352,500 lb.)	All Required		207,898.00
Gore Point Protection	All Required		3,070.00
Metal Parapet Railing	4,338 lin.ft.	7.50	32,535.00
8-inch PVC Pipe	1,460 lin.ft.	8.20	11,972.00

Preparation of Slopes	630 sq.yd.	0.80	$ 504.00
Slope Paving	630 sq.yd.	12.00	7,560.00
Traffic Control Devices			
Sign Support Footings	All Required		2,375.00
Breakaway Sign Post	All Required		400.00
Sign Bridge Structure	All Required		29,000.00
Revise Existing Sign Bridge Structures	All Required		1,635.00
Structure Mounts	All Required		5,700.00
Sign Illumination Equipment	All Required		4,460.00
Painted Wood Sign Posts	All Required		200.00
Type "A" Signs in Place	1,150 sq.ft.	8.00	10,350.00
Type "D" and "R" Signs in Place	82 sq.ft.	5.00	410.00
Type "M" Signs in Place	68 sq.ft.	6.00	408.00
Illumination Installation, Complete	All Required		33,250.00
	Subtotal		$2,123,261.00
Flagging (60% of Contractor's Cost)	All Required		$ 7,500.00
	Subtotal		$2,130,761.00
	10% Engr. & Cont.		213,076.00
	Total		$2,343,837.00

Length of Project - - - 0.00 Miles

Retained in Program Status

Remove Barricade, Etc. from Entire Interchange	All Required	$ 1,500.00
Tack Coat	All Required	100.00
Barricade New Ramps, Temporary	All Required	2,000.00
	Subtotal	$ 3,600.00
	10% Engr. & Cont.	360.00
	Total	$ 3,960.00

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Structure	$2,343,837.00	$2,162,100.00	$181,737.00
Retained in Program	3,960.00	3,600.00	360.00
	$2,347,797.00	$2,165,700.00	$182,097.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Group 1 - 100%
Prefix 626-1022

RECEIVED
JAN 12 1970
FOR FILING

I-405-8(24)304
7312

January 12, 1970

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
Box 300
Salem, Oregon 97308

Dear Sir:

E. Fremont Unit A	Contract 7310	FAP I-405-8(22)304
E. Fremont Unit B	Contract 7311	FAP I-405-8(23)304
E. Fremont Unit C	Contract 7312	FAP I-405-8(24)304

Reference is made to our conference of November 21, 1969 and our letter of December 1, 1969, wherein the administration of these three contracts with a single contractor was discussed in considerable detail.

The matter of internal time limits for work at or near the junction points of the three contracts was discussed in detail and it was generally agreed that under the conditions, the internal time limits were meaningless and could be waived. It was our original intention to take care of this item by a supplemental agreement to the contracts. It was later deemed advisable to handle the matter as a routine time extension.

With your concurrence, I propose to recommend to the Highway Commission that the intermediate time limit of 510 calendar days stated in Contract No. 7310, Unit A, of 510 calendar days be raised to 755 calendar days (the overall completion date for the unit) without assessment of liquidated damages and the intermediate time limit of 330 calender days stated in Contract No. 7312, Unit C, of 330 calendar days be raised to 660 calendar days (the overall completion date for the unit) without assessment of liquidated damages.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant
L. H. Young

CAG:dh ja

C

RECD JAN 8 1970

FORM PO, FHA-181 (12-67)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

P.O. Box 300
Salem, Oregon 97308

I-405-8(24)04

7312

DATE: January 5, 1970

In reply refer to: 08-35.DA-6

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : for G. K. Hossner
R. E. Simpson, Division Engineer
Salem, Oregon

Klabo

SUBJECT: Oregon Project I-405-8(240304
East Fremont Interchange
State Force Order No. 1
Total Estimated Amount of the Order: $5,000
Federal Participation: $4,500

Reference is made to Mr. Bond's letter of December 19, 1969, concerning the subject order.

We are approving the use of State Forces as being in the public interest under provision of PPM 21-6.2 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has the necessary special striping equipment and trained personnel to perform the work most economically.

Striping to be performed should be in conformity to the requirements of the Manual on Uniform Traffic Control Devices and will thus be eligible for participation under the provisions of Paragraph 6 of PPM 21-15.

Federal participation will be based on the agreed unit price for striping. The estimated total costs of the work to be done under this order is $5,000 with Federal participation of $4,500.

Enclosure

1-8-70

NOTED
F. B. KLABOE

REFERRED TO
Morgan where.
By Asst. State Hwy. Engr

RECEIVED
JAN 7
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form A-105—5M

STATE COPY

APPROVED EFFECTIVE DATE 12/4/69
Contingent upon modification of project agreement if additional funds are required
BY G. K. Hosmer
TITLE Dist. Engineer
DATE 8 JAN 1970
U. S. BUREAU OF PUBLIC ROADS

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 1

Project Name East Fremont Interchange Unit C ✓ Date December 10, 1969 ✓

I-405-8(24)304

Highway Stadium Freeway ✓ Contract No. 7312 ✓ F. A. Project No. ✓

County Multnomah ✓ Prefix 626-1022 ✓ Account No. 274-01

Description of Work To Be Done:

Remove & restripe existing structure "A" on Interstate 5. Final striping when adjoining structure now under contract are complete.

Location by Station Numbers: Sta. "L" 325 to "L" 342.

Estimate of Quantities and Costs:

Temporary restripe & final restripe.

Labor	$2,600.00
Equipment	1,200.00
Material	1,200.00
Total	$5,000.00 ✓

Explanation: Restripping necessary to move traffic away from future structure removal work and remodel work for ramps which join existing structure. Removal & final location of stripping when contract complete. Work commenced December 7, 1969.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$2,218,093.60	✓
Present estimate of project cost, including $5,000.00 for work under this order	$2,132,353.41	
Expected under-run XXXXXXXX (amount)	$85,740.19	
Expected under-run XXXXXXXX (per cent)	3.87	

Space to right of this line is for use of Salem Office

Submitted by: Resident Engineer

Approval Recommended: Edward W. Hardt
Assistant Division Engineer

Approval Recommended: Alfred A. Rew
~~Construction Engineer or~~ Bridge Engineer

Approved: F. B. Morgan
~~Deputy State Highway Engineer,~~
~~Assistant State Highway Engineer or~~
Constr. Office Engineer.

RECEIVED
DEC 29

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

I-405-8(24)304

7312

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: December 22, 1969

In reply refer to: 08-35.6

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: I. D. Merchant

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon I-405-8(22)303, I-405-8(23)303, I-405-8(24)303
East Fremont Interchange
Units A, B, & C

Your December 16 request to modify the concrete sampling program on this project is approved.

The modified procedure as requested, will require the standard sampling requirements for pours of less than 100 cubic yards. For larger pours, cylinders, slump, and air tests will be made every 4 hours or every 400 cubic yards, whichever is lesser. At least one yield test per pour will be required. Supplemental testing by Kelley Ball and Chace Air Meter will also be performed.

These modifications are similar to those made on other large jobs in the area which have proven satisfactory because of the consistent high quality concrete obtained in the Portland area.

Copy - Merchant
12-24-69

RECEIVED
DEC 24 1969
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
DEC 19 1969
FILING
1859
I-405-8(24)304
7312

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

December 18, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street NE
Salem, Oregon 97301

Dear Mr. Simpson:

Re: East Fremont Approaches
Unit A, Contract 7310,
FAP I-405-8(22)304
Unit B, Contract 7311,
FAP I-405-8(23)304
Unit C, Contract 7312,
FAP I-405-8(24)304

The contractor advises us that he has placed the order for fabricated structural steel for Units A & B with Canron Limited, Western Bridge Division, Vancouver, B.C., and the order for fabricated structural steel for Unit C with Fought and Company, Portland. Canron advises us that their program for accomplishing the work is to have the major elements of the steel, girders, etc., fabricated in six different plants at four different locations in Japan, with these elements shipped to their Vancouver plant for final fitting up, assembly and cleaning and painting; with Canron doing complete fabrication of some of the minor elements.

Inspection of fabrication of structural steel in the fabrication plant is a specification requirement. Inspection of fabrication of the steel for Unit C will be handled by State personnel presently engaged in similar work in the Portland area. We do not have sufficient personnel qualified to do this type of work to handle the necessary inspection in the plants located in Vancouver and Japan, and hence must engage the services of an outside firm of consultants to perform the work for us.

We are currently negotiating with Pittsburgh Testing Laboratory only to do this work for us. We are dealing with a single agency only because of the many complexities and prevailing conditions. Dealing with a single agency for this work is within the purview of PPM 40-6. Our reasons for dealing with this single agency are:

Copies to Administrative Staff - i/c.

NOTED
TOM EDWARDS

Cost est. $12,000

[illegible] 12-19-69

1. Pittsburgh is our inspection agency on the West Fremont work in the Canron plant. Canron will be working on East Fremont concurrently with work on West Fremont. The possibility of having two separate agencies doing the same type of work and on the same type of material concurrently would create impossible administrative conditions for us.

2. It is imperative that a single inspection agency be responsible for all work on a particular project. We are not familiar with any of the capabilities of any agencies based in Japan performing this type of work and time does not permit us to make a thorough investigation into their capabilities. Preliminary investigations into these agencies indicate that there were none available capable of performing the quality of work our specifications require.

3. Time for the selection of a consultant is a critical factor. The fabricator plans to start qualification of welders and welding procedures early in January, 1970. We must have inspectors in the plants by January 4, 1970, to preclude possibility of future claims from the contractor for delaying the work.

4. Our experience has been that it is extremely important to have a local representative of the consultant capable of administering all of the facets of the agreement readily available. Pittsburgh Testing Laboratory has such a person in Portland. None of the other consultants with whom we have conferred nor engaged have such a capability.

Prior to presentation of their offer of December 10, 1969, Pittsburgh sent Don Scott, their local representative, to Japan to make an inspection of the plants' equipment and workmen involved, and an analysis of the plant capabilities. His findings were reported to us verbally. They were, in the main, that the plants although predominantly geared for ship construction had and were well equipped to do bridge work; their rate of tonnage production per month was extremely slow as compared to domestic plants; that travel between plants was difficult and tiring; that living conditions and accommodations were satisfactory but expensive (requiring $16.00 to $18.00 per day per diem as against $12.00 domestic) and that communications with his people there would be a sticky problem.

Our analysis of their offer for all of the work both in Japan and Canada of $14.87 per ton is entirely fair and reasonable, as our estimate of cost to accomplish the work in Japan alone, provided we had personnel available, is $15.50 per ton. Their proposal to place men with Chief Inspector qualifications in each of the principal locations meets with our approval as to manning level and qualifications because of the communications problem.

In considering the $14.87 per ton price it is to be remembered that the specifications for the East Fremont require considerable additional work by the inspection agency not required in previous job specifications, i.e., magnetic particle inspection of fillet welding.

We are just advised by letter of December 15, 1969, from Mitsui & Company, Limited, that they propose to start qualification procedures on January 7, 1970. In order to meet this schedule we must advise Pittsburgh of the acceptance of their proposal by at least December 26, 1969.

With your concurrence, I propose to accept Pittsburgh's offer, authorizing them to proceed immediately with the work. The formal agreement will be prepared and forwarded.

Very truly yours,

ORIGINAL SIGNED
IVAN D. MERCHANT
Ivan D. Merchant
Bridge Engineer

CAG:jf
cc: Tom Edwards

Attachments:
Pittsburgh Testing Lab. Letter, 12/10/69 (offer)
Pittsburgh Testing Lab. Letter, 12/16/69 (Supplemental to offer)
Mitsui Shipping Schedules I & II
Canron Revised Schedule
Form of Agreement
Mitsui Letter, 12/15/69

DEC 18 1969
OFFICE OF

STATE COPY 6-1P

RECEIVED
JAN 2 1970
OFFICE OF
STATE HIGHWAY ENGINEER

I-405-8(24)304
7312

APPROVED [illegible]
Contingent upon modification of project agreement if additional funds are required
BY G. K. Hosmer
Dist. Engineer
DATE 5 JAN 1970
U. S. BUREAU OF PUBLIC ROADS

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Date December 17 1969

Project Name East Fremont Interchange Unit C

Highway Stadium Freeway

County Multnomah

Contractor Drake-Willamette, Joint Venturers

Address 1201 North Loring Street, Portland, Oregon 97227

Contract No. 7312

Prefix 626-1022

F. A. Project No. I-405-8(24)304

Order No. 3

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Excavate below grade, shore & crib, and backfill around bearing pile. Pull two piling driven with insuffecent penetration.

1. Maximum equipment rental rates allowable as per A.G.C. Agreement.
2. Percentage allowed contractor is in accordance with the executed contract.

Location by station numbers:

Bt. "L" 26 Lt. "L" 333+89.

NOTED
F. B. KLABOE

Estimate of quantities and cost:

Labor	$334.00
Equipment	166.00
	$500.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Compact course sands below bottom of footing prevented obtaining pile penetration. This order is to excavate below grade and backfill around pile after driving. Cost of possible shore & crib will also be defrayed by this order. BPR approval received on December 15, 1969. Work started December 15, 1969.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$2,218,093.60
Present estimate of project cost, including $500.00 for work under this order	$2,132,853.41
Expected under-run ~~overrun~~ amount	$85,240.19
Expected under-run ~~overrun~~ per cent	3.8%

Space to right of this line is for use of Salem Office

Submitted by: [illegible]
Resident Engineer

Approval Recommended: [illegible]
Construction Engineer or Bridge Engineer

Approval Recommended: [illegible]
Division Engineer

Approved: [illegible] 1-6-70
Deputy State Highway Engineer, Assistant State Highway Engineer

I-405-8(24)304

RECEIVED
DEC 23 1969
OFFICE OF
STATE HIGHWAY ENGINEER

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED EFFECTIVE DATE
Contingent upon modification of project agreement if additional funds are required
BY
TITLE Dist. Engineer
DATE 22 DEC 1969
U. S. BUREAU OF PUBLIC ROADS

Project Name East Fremont Interchange Unit C

Date December 10, 1969

Highway Stadium Freeway

Contract No. 7312

County Multnomah

Prefix 626-1022

Contractor Drake-Willamette, Joint Venturers

F. A. Project No. I-405-8(24)304

Address 1201 North Loring Street, Portland, Oregon 97227

Order No. 2

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Remove, stockpile & reinstall 1350 feet of existing type 2 barricade.

1. Maximum equipment rental rates allowable as per A.G.C. Agreement.
2. Percentage allowed contractor is in accordance with the executed contract.

NOTED
F. B. KLABOE

Location by station numbers:

L 300 to L 305
L 334 to L 340

Estimate of quantities and cost:

Remove & reinstall type 2 barricade - $1,500.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Existing barricade to be stockpiled or reinstalled as required. Value of any barricade removed from project will be credited to the project. BPR approval received on December 3, 1969. No work performed.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$2,218,093.60
Present estimate of project cost, including $1,500.00 for work under this order	$2,127,353.41
Expected under-run ~~overrun~~ amount	$90,740.19
Expected under-run ~~overrun~~ per cent	4.09

Space to right of this line is for use of Salem Office

12-23-69

Submitted by: Resident Engineer

Approval Recommended: Construction Engineer or Bridge Engineer

Approval Recommended: Division Engineer

Approved Deputy State Highway Engineer

C

DEC [illegible] 1969

Form FHWA-121 (12-67)
UNITED STAT GOVERNMENT

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

Memorandum

I-405-8(24)304

Bureau of Public Roads
Box 300
Salem OR 97308

DATE: December 9, 1969

In reply refer to: 08-35-DA6

Edwards

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

12 12

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Projects I-405-8(22)304, I-405-8(23)304, and I-405-8(24)304
East Fremont Interchange, Units A, B, and C
Change in Contract Administration

This office agrees with the State that the routine administration of each of the subject projects as a separate entity is in some instances, not practical and that it would be to the mutual benefit of both the State and the contractor to combine as many of the duplicating administration details as possible. We therefore, concur with the procedures outlined in Mr. Merchant's November 28 letter to the contractor regarding contract administration on these projects.

NOTED
TOM EDWARDS

RECEIVED
DEC [illegible] 1969
OFFICE OF
STATE HIGHWAY ENGINEER

12-12-69

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

C

RECEIVED
DEC 4 - 1969

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

I-405-8(24)304
7312

December 1, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon 97310

Dear Mr. Simpson:

East Fremont, Unit A	Cont. 7310	FAP I-405-8(22)304
East Fremont, Unit B	Cont. 7311	FAP I-405-8(23)304
East Fremont, Unit C	Cont. 7312	FAP I-405-8(24)304

All three contracts were awarded to one contractor, Drake-Willamette Joint Venture. Routine administration of each contract as a separate entity in some instances is not practical. Because of this the contractor has requested certain concessions in the contract specifications and overall project administration. A copy of his request of October 30, 1969, is attached.

In line with our conference of November 21, we are granting certain concessions to the contractor. These are outlined in our letter of November 28, 1969 (copy attached). With your concurrence we will proceed in the manner outlined in this letter. It is mutually advantageous to both the State and the Contractor to combine as many of the duplicating details as possible.

In addition to the items listed in the Contractor's letter request, we will try to simplify all Department and Inter-department reports insofar as possible. A copy of our procedures to accomplish this is attached for your information.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:DH
Attachments

cc Tom Edwards ✓
A. E. Johnson
F. D. Morgan (2)
G. E. Rohde
V. E. Skoog
Laboratory
Robert Shotwell

NOTED
TOM EDWARDS

RECEIVED
DEC 1 1969
OFFICE OF
STATE HIGHWAY ENGINEER

DRAKE - WILLAMETTE JOINT VENTURES
1201 North Loring
Portland, Oregon 97227

October 30, 1969

State of Oregon Highway Department
1101 North Russell
Portland, Oregon

Attention: Mr. Robert Shotwell, Resident Bridge Engineer

Reference: State Contracts No. 7310, 7311, 7312

Gentlemen:

Reference is made to our discussion of Friday, October 17, 1969, between Messrs. Phillip Beiser, Robert Bershers, Jack Gray and William Bugge, and your Edward Hardt and Robert Shotwell, concerning the administration of the three referenced contracts.

At the time we offered a bid to the State for this project, we deducted a large sum of money for combining units A, B and C into one job. This was due to economies that could be affected by using a single overhead, single job administration and continuous plan of operation for the project. Generally speaking, all subcontractors and suppliers offered a similar type of credit, as it is much less expensive for subcontractors to pursue the job as a single contract, rather than three. At the time of bidding, we had no way of conceiving that the State would want each individual job operated separately. Had this been the case, the price would have gone up. We feel that the large credit offered was for the State's advantage and, furthermore, would like to point out that the splitting of contracts, insofar as change orders are affected, would add considerable cost to the State in the future. Ourselves, as well as our subcontractors, knowing that these changes would have to be split and administered three ways, would, of necessity, have to include a great deal of added cost. For the reasons stated above, we feel it is in the State's interest to allow us to administer and run the jobs as a single contract.

We also at this time would like to request that the internal time limits of Units A, B and C be waived, as our overall job schedule and procedure, although not firm at this time, could dictate an order of erection contrary to that if the contracts were on an individual basis and held by separate contractors. This approach to single project scheduling will be made for the earliest overall project completion, and we feel that the internal time limit could possibly serve to hinder this.

....

We are presently organizing to administer and operate the three contracts as a single project and, in order to satisfy the contract documents, feel that the following would be an efficient process for your Forces, as well as our own:

1. All payrolls, including our subcontractors, will be submitted as one unit with enough copies for each contract. (The breakdown of payrolls into each contract would be impossible from our standpoint, and certainly would not be accurate, as people will be working on several of the contracts within any particular day.)

2. Single submittals of plans, drawings, samples and testing will be made on items and materials that are common on more than one job.

3. Federal required documents, short form subcontracts, will be submitted as a single document with copies for each contract.

4. In that we are combining almost all of our subcontractors and suppliers into one contract with documents for all three contracts, any requests for inspection tests will be on a one-unit basis.

5. All correspondence will refer to the combination of contracts and be submitted to yourself as the Resident Engineer in charge of the three contracts.

6. We realize that the contracts will have to be kept separate on a pay item basis, and accordingly will keep our records separate as to quantities, change orders, and any items that require individual contract attention.

We would be free at any time for a meeting with representatives of your various departments to go into detail of the above, and would appreciate review or comments on same.

Very truly yours,

DRAKE-WILLAMETTE-JOINT VENTURES

William A. Bugge, Jr., Project Manager

WAB/ip

RECEIVED
OCT 31 1969
ROBERT E. SHOTWELL
RESIDENT BRIDGE ENGINEER

November 28, 1969

Drake-Willamette Joint Venture
1201 N. Loring
Portland, Oregon 97227

Attention: Mr. William A. Bugge, Jr.
Project Manager

Gentlemen:

Re: East Fremont Unit A
Contract 7310, I-405-8(22)304
East Fremont Unit B
Contract 7311, I-405-8(23)304
East Fremont Unit C
Contract 7312, I-405-8(24)304

Your letter of October 30, 1969, to Mr. Robert Shotwell, Resident Bridge Engineer, concerning certain elements of contract administration on the cited project has been referred to this office for answer.

I agree with you that administering each contract as a separate entity in all the many details involved would be a bit difficult and in some instances impractical and extremely expensive and, further, it is to the mutual benefit of you and the State to combine as many of the duplicating details as possible.

Considering each item of your request, I advise as follows:

Internal Time Limits

Under present conditions the intermediate completion dates stated in specifications for Unit A, Contract 7310, and Unit C, Contract 7312, are meaningless and the Department will accept from you and forward to the Commission separate time extension requests for Unit A and C, these requests to raise the intermediate time of 510 calendar days stated in Unit A to 755 calendar days (the overall completion date for the Unit) and the intermediate time of 330 calendar days in

Unit C to 660 calendar days (the overall completion date for the Unit) both without assesement of liquidated damages. These requests to be prepared by you in the Department's usual form accompanied by the consent of surety.

Contractor's Payrolls

One single payroll for all three contracts will be acceptable provided the payroll bears all three Federal-aid project numbers. Time shown on this payroll need not be segregated to each individual contract and duplicate copies for filing in each contract are not needed. Subcontractor's payrolls can be handled in a similar manner.

This will be a matter of a supplemental agreement to be prepared by the Department's legal staff and signed both by the contractor and the Highway Commission.

Submittals of Plans, Etc.

Single submittals of plans, drawings, samples, and listing for materials that are common to one or more units will be acceptable provided the documents are identified as to the unit or units to which they apply.

Federal Documents

1. Subcontracts must be submitted for each individual contract referenced to the contract bid item number on each of the individual contract referenced to the contract bid item number on each of the individual bid schedules.

2. Other required Federal-aid documents, including equal opportunity documents may be handled in the manner outlined for contractor's payrolls.

Inspection Tests

Requests for inspection and tests will be handled in a manner similar to "Submittal of Plans."

Correspondence

The manner outlined in your letter, i.e., combination of contracts is satisfactory.

Estimates and Warrants

Individual monthly estimates for each contract schedule of pay items will be prepared and processed in the usual manner.

In summary, the items of intermediate completion dates and the handling of contractor's payrolls are considered to be changes in the contract requirements to be documented in the manner outlined herein with all of the remaining language of all three contracts to remain in full force and effect. All of the other items listed are strictly a matter of administration of the contract.

If the above procedure is satisfactory to you, please advise.

Yours very truly,

Ivan D. Merchant
Bridge Engineer

CAG:jf

EAST FREMONT APPROACH CONTRACTS

PROCEDURE FOR HANDLING MISCELLANEOUS ADMINISTRATIVE PROCEDURES

Department Engineering Charges

E. Fremont Unit A - 7310	$12,994,986.98	54%
E. Fremont Unit B - 7311	8,982,856.29	38%
E. Fremont Unit C - 7312	2,007,348.73	8%
	$23,985,192.00	100%

Charge all items of cost to one prefix. Resident Engineer will, each month, clear this prefix by transferring on a pro rata basis to other assigned prefixes. Resident Engineer can use costs shown on the Job Cost Summary by Crew Report furnished the Resident Engineer monthly by the Accounting Division as a basis for this.

Calendar Day Count Report

One report required. Status of each contract to be shown in separate columns of the report.

Price Agreements, Orders for Extra Work and State Force Orders

If applicable to one unit only, prepare in usual manner; if applicable to more than one unit, list all units involved (with FA project numbers) and State pro rata share chargeable to each unit. Estimates to show amounts chargeable to each unit. Supporting data in usual number of copies for a single unit.

Start and Complete Notices, Stop and Resume Work Orders, Division Inspection Reports

Individual reports for each contract.

Weekly Reports

Resident Engineer to work up form to combine all three contracts in a single report and submit same for approval. Prior to approval individual reports on each contract are to be submitted.

RECEIVED
NOV 25 1969
FOR FILING

I-405-8(24)304
7312

November 24, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
Box 300
Salem, Oregon 97308

Re: East Fremont Interchange
Stadium Freeway
Multnomah County
Contracts No. 7310 - 7312
Oregon Project I-405-8(22)304
Your File 08-35.6

Dear Sir:

As an addendum to our letter of October 30 regarding the above subject, we are sending a copy of a letter from our consultant designers, Howard, Needles, Tammen and Bergendoff, which gives the information we requested regarding Item No. 2 of your memorandum.

We are sending this to you for your information.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

Attachment

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant

TCR:jf ja

HOWARD, NEEDLES, TAMMEN & BERGENDOFF | HNTB
CONSULTING ENGINEERS
1805 GRAND AVENUE, KANSAS CITY, MISSOURI 64108
TELEPHONE: CODE 816, BALTIMORE 1-6900
CABLE: HOWARDNEED KANSASCITY

PARTNERS
JOSEF SORKIN
CARL L. ERB
H. C. LAMBERTON, JR.
JAMES F. FINN
PAUL L. HEINEMAN
JOSEPH H. LOOPER
ROBERT O. ORANGE
DONALD E. HARPER
BERNARD H. ROTTINGHAUS
GERARD F. FOX
WILLIAM H. WACHTER
BROWNING CROW
CHARLES T. HENNIGAN

ASSOCIATE
REX M. WHITTON

ADVISORY BOARD
ENOCH R. NEEDLES
RUBEN N. BERGENDOFF
JAMES P. EXUM
ELLIS E. PAUL
THEODORE J. CAMBERN
ELMER K. TIMBY

ERNEST E. HOWARD
1903 - 1953
HENRY C. TAMMEN
1908 - 1961
FRANK E. BLEISTEIN
[illegible]

November 17, 1969

Mr. Ivan D. Merchant
Bridge Engineer
Oregon State Highway Dept.
State Highway Building
Salem, Oregon 97310

Re: East Fremont Interchange
Contracts 7310 and 7311

Dear Mr. Merchant:

In reply to your letter of October 31 and the accompanying BPR memo dated October 8, we have the following comments regarding Item 2 of the BPR memo:

1. The girder is to be fabricated to accommodate the superelevation.
2. The superelevation is indicated on the plans by the opposite-edge profiles or, in some areas, by the contour plans. It can also be determined by interpolation of the pavement elevations if it is so desired.
3. The "warping" is rather gradual and is done by adjusting the individual plates on assembly and prior to welding of the webs to the flanges. Thus any stresses due to this warping are very small.
4. We had checked with several fabricators on this aspect and they did not expect any fabrication problems. Canron also agrees this presents no problem.

We trust this will help clear up this matter. Please let us know if you desire further information.

Very truly yours,

HOWARD, NEEDLES, TAMMEN & BERGENDOFF

Jack Kopetz
Jack Kopetz

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM NOV 20 1969 PM
7,8,9,10,11,12,1,2,3,4,5,6

MJK:mh

ALEXANDRIA, VIRGINIA · BOSTON · CHARLESTON, WEST VIRGINIA · CHICAGO · CLEVELAND · DALLAS · DES MOINES
FAIRFIELD, NEW JERSEY · HARRISBURG · KANSAS CITY · LAHORE, WEST PAKISTAN · MIAMI · MILWAUKEE · MINNEAPOLIS
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HOWARD, NEEDLES, TAMMEN & BERGENDOFF | HNTB
CONSULTING ENGINEERS

1805 GRAND AVENUE, KANSAS CITY, MISSOURI 64108
TELEPHONE: CODE 816, BALTIMORE 1-8900
CABLE: HOWARDNEED KANSASCITY

PARTNERS
JOSEF SORKIN
CARL L. ERB
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ELMER K. TIMBY

ERNEST E. HOWARD
1902 - 1953
HENRY C. TAMMEN
1908 - 1961
FRANK E. BLEISTEIN
1946 - 1969

November 17, 1969

Mr. Ivan D. Merchant
Bridge Engineer
Oregon State Highway Dept.
State Highway Building
Salem, Oregon 97310

Re: East Fremont Interchange
Contracts 7310 and 7311

Dear Mr. Merchant:

In reply to your letter of October 31 and the accompanying BPR memo dated October 8, we have the following comments regarding Item 2 of the BPR memo:

1. The girder is to be fabricated to accommodate the superelevation.
2. The superelevation is indicated on the plans by the opposite-edge profiles or, in some areas, by the contour plans. It can also be determined by interpolation of the pavement elevations if it is so desired.
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4. We had checked with several fabricators on this aspect and they did not expect any fabrication problems. Canron also agrees this presents no problem.

We trust this will help clear up this matter. Please let us know if you desire further information.

Very truly yours,

HOWARD, NEEDLES, TAMMEN & BERGENDOFF

Jack Kopetz
Jack Kopetz

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
NOV 20 1969
AM PM
7,8,9,10,11,12,1,2,3,4,5,6

MJK:mh

ALEXANDRIA, VIRGINIA BOSTON CHARLESTON, WEST VIRGINIA CHICAGO CLEVELAND DALLAS DES MOINES
FAIRFIELD, NEW JERSEY HARRISBURG KANSAS CITY LAHORE, WEST PAKISTAN MIAMI MILWAUKEE MINNEAPOLIS
NEW YORK ORLANDO OVERLAND PARK, KANSAS PHILADELPHIA RICHMOND, VIRGINIA SEATTLE WASHINGTON

RECEIVED
NOV 1[illegible] 1969
FOR
I-405-[illegible])304
7812

11-10-69

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

LETTER OF APPROVAL AND/OR AUTHORIZATION

PROJECT:	I-405-8(22)304
SECTION:	EAST FREMONT INTERCHANGE
WORK:	ADJUSTMENT OF RAILROAD FACILITIES
COUNTY:	MULTNOMAH

TO: MR. FORREST COOPER
STATE HIGHWAY ENGINEER
SALEM, OREGON

FROM: MR. R. E. SIMPSON
DIVISION ENGINEER
SALEM, OREGON

DATE PS&E APPROVED	DATE AUTHORIZED
JULY 16, 1969	NOVEMBER 3, 1969

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW:

○ CONSTRUCTION - ADVERTISE FOR BIDS.
○ UTILITY ADJUSTMENT.
○ RIGHT OF WAY.
○ RIGHT OF WAY INCIDENTALS AND RELOCATION PAYMENTS.
☒ OTHER (SPECIFY). ALTERATIONS AND RELOCATION OF UNION PACIFIC'S FACILITIES - RAILROAD.

REMARKS AND LIMITS OF AUTHORITY:

MR. LITCHFIELD'S OCTOBER 23, 1969 LETTER TRANSMITTED A COPY OF THE UNION PACIFIC RAILROAD'S OCTOBER 22, 1969 COST ESTIMATE FOR CHANGES, ALTERATIONS OR RELOCATION OF THEIR FACILITIES NECESSARY TO ACCOMMODATE THE SUBJECT PROJECT. THIS WORK IS LISTED UNDER EXHIBIT "B-1" OF THE UNION PACIFIC RAILROAD'S "PERMIT OF ENTRY" APPROVED BY THE OREGON STATE HIGHWAY COMMISSION ON JUNE 13, 1969 AS WORK TO BE PERFORMED BY THE RAILROAD.

THIS PROJECT WAS PROGRAMED AND AUTHORIZATION WAS GRANTED TO PROCEED WITH THE NECESSARY PREPARATORY WORK FOR RAILROAD AND UTILITY ADJUSTMENTS EFFECTIVE JULY 3, 1969. FEDERAL PARTICIPATION IN ANY COSTS FOR PREPARATORY WORK INCURRED PRIOR TO THAT DATE MUST BE CLAIMED UNDER PROJECT I-405-8(1)301.

YOU ARE NOW AUTHORIZED TO PROCEED WITH THE ACTUAL ADJUSTMENTS IN ACCORDANCE WITH PPM 30-3 EFFECTIVE NOVEMBER 3, 1969 SUBJECT TO THE FOLLOWING CONDITIONS.

1. AUTHORIZATION FOR THE REMOVAL OF THE LINDE AIR SPUR TRACK IS DEFERRED PENDING FURTHER STUDY. IT APPEARS THAT THE PORTION OF THIS TRACK OCCUPYING THE CITY STREET UNDER A REVOCABLE PERMIT IS NOT ELIGIBLE FOR FEDERAL PARTICIPATION AND THAT THE REMOVAL OF THAT PORTION OF THE TRACK LOCATED ON PROPERTY PURCHASED FROM THE LINDE DIVISION OF THE UNION CARBIDE CORPORATION AND FORMERLY OWNED BY THAT CORPORATION WOULD MORE PROPERLY BE ACCOMPLISHED BY THE CONTRACTOR FOR THE SUBJECT PROJECT AND SHOULD NOT BE INCLUDED IN THIS WORK.

   THIS MATTER WILL BE RECONSIDERED UPON RECEIPT OF DETAILED ESTIMATES FOR EACH SEGMENT AND FURTHER INFORMATION SUPPORTING THE PROPOSAL.

COSTS FOR THE RAILROAD PROTECTIVE SERVICES WERE INCLUDED IN THE PS&E ESTIMATE AND WERE AUTHORIZED EFFECTIVE WITH CONCURRENCE IN AWARD OF CONTRACT AND AS SUCH ARE NOT INCLUDED IN THIS AUTHORIZATION. REIMBURSEMENT ON AN ACTUAL COST BASIS ESTIMATED TO BE $13,015.00 AS SHOWN IN THE ESTIMATE, IS APPROVED.

OFFICE USE
11-12-69
Young
Litchfield
NOTED
F.B. KLABUE

DATE	SIGNATURE OF APPROVING OFFICIAL	TITLE
11-10-69	L K Green FOR R. E. SIMPSON	DIVISION ENGINEER

RECEIVED
NOV 7 - 1969
FOR FILING

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

I-405-8(24) 304
7312

na

November 6, 1969

Mr. Leander Quiring
Director
Department of General Services
General Services Building
Salem, Oregon 97310

Attention: Mr. Ramon A. Damerell

Dear Mr. Quiring:

I am attaching our letter agreement with Photo Art Commercial Studios Inc. for the lapse photographic coverage of the construction on the East Fremont Interchange.

On November 4 I contacted you and received your verbal approval to proceed on this agreement. The Bureau of Public Roads has also approved this agreement and will participate in its cost.

Thank you for your assistance in this matter.

Very truly yours,

ORIGINAL SIGNED BY
V. E. SKOOG

V. E. Skoog
Controller

NOTED
TOM EDWARDS

VES:bg
Attachment

cc: Tom Edwards ✓
I. D. Merchant
Edward L. Hardt

RECEIVED
NOV 7 1969
OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILING

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 3, 1969

SUBJECT:

To: MEMO TO THE FILES

For information, it appears that the bulk of the steel for the East Fremont Bridge will be fabricated in three different plants -- namely, Mitsui Shipbuilding, Chiba; Matsuo Bridge, Sakai; and the Japan Steel Company, Kyusu.

It will be forwarded through Yawata Iron and Steel in Tokyo to Mitsui and Company, Ltd. in Vancouver, B. C., thence to Canron Ltd., W. B. Division, Vancouver, B. C.

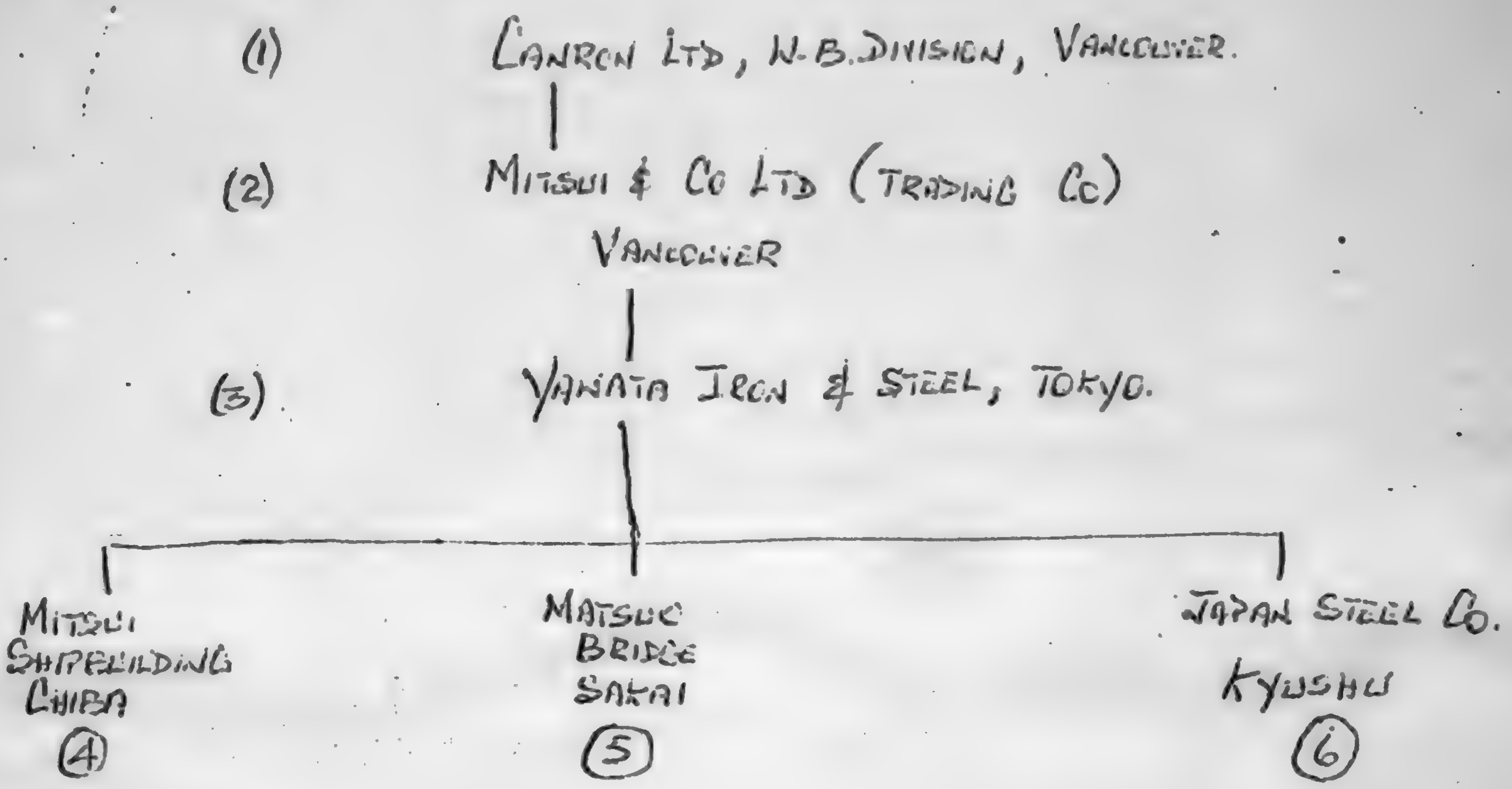
The fabrication in Japan will consist of welding of shapes and girders. Shop punching, shop erection and reaming, cleaning and painting will take place in Canron, Ltd. facilities in Vancouver, B. C., after which the steel will be forwarded to Portland for erection.

Tom Edwards
Assistant State Highway Engineer

TE:ja

cc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant

EAST FREMONT – STEEL FABRICATION.


(1)
CANRON LTD, W.B. DIVISION, VANCOUVER.
(2)
MITSUI & CO LTD (TRADING CO)
VANCOUVER
(3)
YAWATA IRON & STEEL, TOKYO.
MITSUI SHIPBUILDING CHIBA
④
MATSUO BRIDGE SAKAI
⑤
JAPAN STEEL CO. KYUSHU
⑥

(1). Floorsystem, cross-girders, splice material, pre-assembly, painting, studs & bolts 3000 TONS

(2). No physical work.

(3). Design, detailing, steel supply

(4). Part A Rings 1650 TONS
30% Part A Girders 1600 TONS

(5). 70% Part A Girders 3700 TONS

(6) Part B Girders 4000 TONS

CONTRACTORS
DEVELOPERS

DONALD M. DRAKE COMPANY
1740 N. W. FLANDERS STREET • PORTLAND, OREGON 97209

TELEPHONE (503) 226-3981

October 7, 1969

Oregon State Highway Department
Highway Building
Salem, Oregon 97310

Attention: Ivan D. Merchant, Bridge Engineer

Reference: East Fremont Interchange
Contract Nos. 7310, 7311, & 7312

Gentlemen:

In response to your letter dated September 18, 1969, please be advised that the structural steel for Contracts No. 7310 and 7311 will be purchased from Canron Limited, Western Bridge Division, with offices at 145 West First Ave., Vancouver, B.C., and from Fought & Co., Inc., located at 14255 S. W. 72nd Ave., Portland, Oregon, for Contract No. 7312.

It is Canron's intention to have a major portion of their commitment fabricated by Yawata Iron & Steel in Tokyo, Japan.

It is suggested that you contact Mr. Lawry, of Canron Limited for more specific information and details.

Please be advised also that both commitments listed above will be for furnishing only of fabricated materials, and that the erection will be performed by others.

Please advise if additional information is required.

Very truly yours,

DONALD M. DRAKE COMPANY

R. E. Grant, Manager
Estimating Department

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
OCT 8 1969
AM 7,8,9,10,11,12,1,2,3,4,5,6 PM

REG:br

[illegible] 10/2 – in Meeting, 9:30 AM.

2 Copies to A.E.D. 10/15
Copy to T.E.

RECEIVED
NOV 1 - 1969
FOR FILING

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

I-405-8(24)304
7312

October 31, 1969

Howard, Needles, Tammen & Bergendoff
1805 Grand Avenue
Kansas City, Missouri 64108

Attention: M. J. Kopetz

Gentlemen:

Re: East Fremont Interchange
Stadium Freeway
Multnomah County
Contracts Nos. 7310 thru 7312

On October 10, 1969, we received the original of the attached copy of a memorandum from R. E. Simpson, Division Engineer, Bureau of Public Roads. This memorandum lists the comments which they have regarding the plans for the subject structure.

In Item No. 2 of the memorandum the Bureau refers to Sheets Nos. 31 and 32 and suggests a possibility of warping if the effect of the superelevation is not considered in the fabrication or the haunch of the slab is not varied. We would appreciate your comments upon this item.

For your information we are attaching a copy of our letter in reply to the Bureau of Public Roads' memorandum.

Yours very truly,

Ivan D. Merchant
Bridge Engineer

TCR:jf
cc: Tom Edwards

NOTED
TOM EDWARDS

RECEIVED
OCT 31 1969
OFFICE OF
STATE [illegible] ENGINEER

RECEIVED
NOV 1 - 1969

10-30-69

C 2

FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

FOR FILING

LETTER OF APPROVAL AND/OR AUTHORIZATION

PROJECT: I-405-8(22)304

SECTION: EAST FREMONT INTERCHANGE

WORK : WATER LINE ADJUSTMENT

COUNTY : MULTNOMAH

I-405 8(22)304

TO: MR. FORREST COOPER
STATE HIGHWAY ENGINEER
SALEM, OREGON
7312

FROM: R. E. SIMPSON
DIVISION ENGINEER
SALEM, OREGON

DATE PS&E APPROVED	DATE AUTHORIZED
JULY 16, 1969	OCTOBER 30, 1969

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW:

○ CONSTRUCTION – ADVERTISE FOR BIDS.
○ RIGHT OF WAY.
○ OTHER (SPECIFY).
☒ UTILITY ADJUSTMENT.
○ RIGHT OF WAY INCIDENTALS AND RELOCATION PAYMENTS.

REMARKS AND LIMITS OF AUTHORITY:

WE APPROVE THE AGREEMENT WITH THE BUREAO OF WATER WORKS FOR THE CITY OF PORTLAND CONSISTING OF YOUR AUGUST 28, 1969 UTILITIES AND RAILROAD ATTORNEY'S LETTER, THE OCTOBER 16, 1969 BUREAU OF WATER WORKS' LETTER AND THE PLANS AND ESTIMATE FURNISHED BY MR. LITCHFIELD'S OCTOBER 24, 1969 LETTER.

REIMBURSEMENT ON AN ACTUAL COST BASIS ESTIMATED TO BE $41,470.00 IS APPROVED.

CERTIFICATION AS TO THE CITY OF PORTLAND'S PROPERTY RIGHTS IS COVERED BY CITY-STATE AGREEMENTS DATED APRIL 13, 1962 AND NOVEMBER 24, 1964.

IN THAT THE RELOCATION IS TO BE MADE ON CITY STREETS NO PERMIT COVERING THIS ADJUSTMENT IS REQUIRED.

OUR PROGRAM MEMORANDUM DATED JULY 3, 1969 AUTHORIZED YOU TO PROCEED WITH PREPARATORY WORK FOR ALL UTILITY ADJUSTMENTS, TO BE INCLUDED IN THE CONSTRUCTION PHASE OF THE SUBJECT PROJECT, EFFECTIVE ON THAT DATE. YOU NOW ARE AUTHORIZED TO PROCEED WITH ACTUAL ADJUSTMENTS FOR THE ABOVE MENTIONED UTILITY EFFECTIVE TODAY. APPROVAL AND PARTICIPATION FOR THE ELIGIBLE PORTION OF THE WORK IS SUBJECT TO THE PROVISIONS OF PPM 30-4 DATED FEBRUARY 14, 1969 AND PPM 30-4.1 DATED OCTOBER 1, 1969.

11-3-69

OFFICE USE

Young

Litchfield

NOTED
F. B. KLABOE

RECEIVED
OCT 31 1969
OFFICE OF
STATE HIGHWAY ENGINEER

DATE	SIGNATURE OF APPROVING OFFICIAL	TITLE
10-30-69	S. Green FOR R. E. SIMPSON	DIVISION ENGINEER

OCT 30 1969

FOR FI

I-405-8(24)304
7312

7911

October 30, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
Box 300
Salem, Oregon 97308

Re: East Fremont Interchange
Stadium Freeway
Multnomah County
Contracts No. 7310 7311
through 7312
Oregon Project I-405-8(22)304
Your File 08-35.6

Dear Sir:

This is in reply to your comments dated October 8 concerning the above subject.

Item No. 1:

The reason for the use of A588 steel in the masonry and shim plates was primarily for strength and prevention of corrosion. The steel plates between the masonry and shim plates as shown on Sheet 6 of the design plans are filler plates shaped to retain the rubber bearing material and is entirely enclosed in rubber or foam seal except for the outside edges. With the exception of direct bearing, these plates are not subject to the stresses required in the masonry or shim plates and do not require the high strength or high corrosive resistance steel. These plates were therefore specified as an A36 steel. The same type of bearings are being used on the west approach of the Fremont Bridge and, due to the unique type of bearing, it is conceivable that the same fabricator will be making all the bearings. We therefore think the change is not warranted.

Item No. 2:

It is our belief that our consultant designers, Howard, Needles, Tammen and Bergendoff, have taken care of this item. However, we are sending a copy of your memo with instructions to advise us as to the status.

The one-foot error in the elevation of the .5 point of the girder flange B2 between Piers 2 and 3 as shown on Sheet 32 will be corrected.

Item No. 3:

This item also follows the design criteria which was set up prior to the design of the West Fremont structure and was used throughout the design of the West and East Fremont Interchanges and no change in contract plans is contemplated.

Very truly yours,

Forrest Cooper
State Highway Engineer

By ORIGINAL SIGNED
TOM EDWARDS

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant

TCR:jf ja

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: October 8, 1969

In reply refer to: 08-35.6

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. I. D. Merchant

FROM : R. E. Simspon, Division Engineer
Salem, Oregon
for

SUBJECT: Oregon Project I-405-8(22)304
East Fremont Approaches

Plans for the above project have been reviewed. Comments are as follows:

1. Sheet 6 indicates steel between shim and masonry plates to be A36 steel. We suggest this be A588 steel as is used for the shim and masonry plates.

no – [illegible] as W. Fremont

Noting the 1/16" clearance in the anchor bolt holes of the masonry plates, and the 1/16" clearance between the plates of the contained elastomer and the sole and masonry plates, we presume sufficient consideration has been given to erection of the central portions of the girder sections between piers.

W. Fremont

2. Sheet 31 indicates the webs are sloped 1 on 4 to a line normal to the roadway cross slope, and the flanges are parallel to the roadway cross slope. Since the roadway cross slope varies in areas of superelevation transition, and since sheet 32 indicates the camber due to horizontal curvature neglects the effects of superelevation - this suggests the possibility that warping will result if the effect of superelevation is not considered in fabrication, or by varying the haunch of the slab.

H [illegible] B

If superelevation is to be considered it is necessary to show how the superelevation transition is made and to which cross slope the girder is to be referenced for fabrication.

If it is planned to warp these sections to accommodate superelevation transition, the State should investigate and comment on the stress effects of this warpage.

H [illegible] B

We also note a 1-foot error in the elevation of the .5 point of girder flange B2 between Pier 2 and Pier 3 (should be 126.65) on Sheet 32.

True

.04 127.30
.80 126.[illegible]
1.00 = .65
126.65

(more)

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

3. The floorbeams are spaced approximately 15 feet on centers and also act as diaphragms. They are a minimum of 30W108 regardless of the span between boxes, which span ranges from approximately 9 to 22 feet, and are in addition to the internal diaphragms inside the boxes at every floorbeams. The necessity of this amount of cross bracing is questionable, particularly on the closely spaced boxes.

same design as W. Falmouth

Please investigate the items listed.

[illegible]
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
October 29, 1969

SUBJECT: East Fremont Interchange
Contracts 7310, 7311, 7312
Preconstruction Conference

To: Memo to the Files

On October 22, 1969, at 9:40 a.m., a preconstruction conference for the subject project was held in the Metropolitan Division conference room. Listed below are the people attending:

Name	Representing
*E. R. McKee	Pacific Power & Light Co.
J. E. Barclift	" " "
Clay Brown	" " "
*Mario J. Martini	Portland Bureau of Traffic Engineers
*B. T. Lawry	Canron
*George A. Marr	C. J. Montag & Sons
*A. J. Mathes	Pacific Northwest Bell Telephone Co.
D. B. Dolan	" " " " "
Ted Inloes	Oregon State Highway Department, Salem
*Ivan D. Merchant	" " " " "
*T. W. Litchfield	" " " " "
Alfred A. Rear	" " " " "
*Edgar L. Johnsen	" " " " "
George W. Bennett	" " " " Portland
*Robert Shotwell	" " " " "
Howard R. Harris	" " " " "
J. H. Versteeg	" " " " "
A. E. Johnson	" " " " "
K. D. Limbocker	" " " " "
D. L. Peterson	" " " " "
Ed J. Rief	" " " " "
A. J. Ames	" " " " "
*James Don	" " " " "
*Jack Hesla	" " " " "
Ed Hardt	Workmen's Comp. Bd.-Accident Prevention Div.
*C. R. Lafferty	" " " " " "
E. D. Bowder	Howard, Needles, Tammen & Bergendoff
*Jack Kopetz	" " " "
George Acree	Bureau of Public Roads
H. A. Schell	John L. Jersey & Son
*John L. Jersey	" " "
Bert James	Portland General Electric Co.
Jack Griffith	" " " "
*R. T. Beasley	" " " "
Roy G. Henderson	Union Pacific Railroad Co.
*T. J. Scanlon	

*Received copies of this memo.

Name	Representing
*Carl Gudmundson	Fire Alarm, City of Portland
P. E. O'Neil	Bureau of Public Roads
*Glenn Hossner	" " "
G. Richard Weaver	Northwest Natural Gas Co.
*D. W. Mills	" " " "
*V. A. Stiger	Portland Water Bureau
A. P. Beiser	Donald M. Drake Co.
*William Bugge	Drake-Willamette Joint Venture
John R. Gray	" " " "

Mr. Jack Hesla introduced himself and several of the Highway Department engineers present. Mr. A. P. Beiser introduced himself as Field Manager for Donald M. Drake Company, and he introduced Mr. Jack Gray as Project Engineer and Mr. Bill Bugge as Project Manager for the contractor.

Mr. Hesla opened the meeting by discussing the various utility conflicts. At Pier "WE" 13 the telephone company has relocated their conduit to an alignment close to the proposed location of our sewer relocation. He cautioned the contractor to provide protection for this conduit, which will be marked in the field by the telephone company. He said the water line will be abandoned west of Larrabee Avenue and that the gas will also be cut off in this area.

At Pier "WE" 11 is a PGE power pole located in the footing area. This pole will be removed, but the power company will have to relocate their system via River Street, and they estimate that this work will take approximately three months. This work must be completed before the conflicting pole can be removed.

Pacific Power & Light has a 115 KV transmission line on the easterly side of Interstate Avenue in the area where the interchange structure crosses Interstate Avenue. The power company plans to raise this line by using 185-foot steel poles such that it will clear the uppermost structure by 32 feet. They also have a power line on Albina Avenue, and it will similarly be raised above the structure from Stanton Street to Monroe Street. These adjustments should be completed by the 10th of April, 1970.

There is a telephone conduit system in Albina Avenue which cannot be removed until after the first of the year because of a problem on delivery of cable. This requires that a telephone manhole in the intersection of Morris Street and Albina Avenue be left accessible until this line is relocated. Mr. Hesla mentioned that the various utilities have been delayed in their final planning in the East Fremont area because of Emanuel Hospital's recent announcement of their expansion plans in the area.

*Received copies of this memo.

He said that all pole lines will be removed in the area with the exception of the transmission lines mentioned above and a pole line on Knott Street in the vicinity of Borthwick and Kerby Avenue and a transmission line on the southerly side of Russell Street in the vicinity of the existing freeway. It appears as though there will be sufficient clearance under this line for driving of piling for Bent "L" 27 Left; however, this should be verified.

The only major water line relocation will be in Stanton Street, but this must be done before other mains in the area can be killed. The gas company has already completed their major relocations. They may have some minor lines to be killed, but this should not delay the contractor's work. The telephone company has relocated their lines and installed new conduits in the grading area of the project, and as soon as splicing is completed their poles will be removed.

Mr. Bill Bugge gave a general rundown on the contractor's work schedule. He said their pile driving work would be delayed because of problems in getting delivery of steel piling. Consequently their initial work will be in those footings which receive State-furnished piling and the widening portion of Unit "C" which is supported on wooden piling. They plan to coordinate their pier construction with the delivery of steel girders which is scheduled July 1970. He mentioned that they will try to do the grading work necessary for the construction of the abutments this winter if the weather conditions allow. He said that their first girder work would be on the box girders on Unit "C"—especially the "WS" line, units 3 and 4, and then the "NW" line.

In response to his question Mr. Beiser was told that there is no coaxial telephone cable in Interstate Avenue. He was told also that the fire alarm line will have to be relocated ahead of his construction, although this should create no problems.

Mr. Bugge said that he will work up a three-months schedule which will be updated monthly; however, this schedule cannot be finalized until a steel erector is selected. He also plans a weekly meeting on Fridays with Mr. Shotwell to go over the next week's schedule. He also mentioned his concern for the proposed high power line which PP&L plans to raise on the east side of Interstate Avenue. He asked if this line couldn't be "shooflyed" or possibly raised in stages. He also mentioned that their erection problems are aggravated in this area due to the large size of steel sections and the fact that they will be working over a heavily traveled street. He said that it appeared they would need more than the 32 feet of clearance between the roadway and the lines for their erecting equipment. PP&L's representative replied by saying that this plan appeared to be the only feasible solution to the conflict and that the line could only be killed for about an hour at a time. This problem will be discussed further by Mr. Hesla, the contractor and the power company.

Mr. Lafferty of the Workmen's Compensation Board spoke briefly on his concern for safety on the project. He said that the protection of the workers will be his chief concern, and he felt that it was mandatory that adequate planning be put into the project to avoid such things as power line conflicts. He left the contractor a set of safety codes for the project and introduced Mr. Bowder as his representative on the project.

Mr. Bugge requested that all the utility companies give him "as built" drawings of their facilities in the interchange area depicting the location of their facilities both before and after their adjustments, for his use in attempting to avoid all utility conflicts.

He introduced two representatives of his subcontractors--Mr. George Marr of C. J. Montag & Sons, who will handle the utility relocations, sewer and storm drains; and Mr. John Jersey, who will handle the clearing and grubbing, building demolition and general excavation work. He also introduced Mr. B. T. Lawry representing Canron, who will be the structural steel fabricator. He announced also that his field office on the project will be located at 1201 N. Loring Street, Portland, 97227, and the phone number will be 288-6374 and 5.

Mr. Beasley of PGE mentioned that the street lighting will have to be maintained on those streets which are to be left open, and he volunteered to work with the contractor toward this end.

Mr. Ted Litchfield, Utilities Liaison Engineer, talked about the fact that a portion of this project is to be constructed on land owned by the Union Pacific Railroad--notably that portion between Interstate Avenue and Railroad Street. The contractor will also be involved with operating tracks, principally between Piers 13 and 14, although there are also spur tracks serving industries in the area. The Linde Products spur track is scheduled to be removed in 60 days. He also mentioned that the Union Pacific Railroad has requested that the loading ramp at the north end of the National Carloading building be left in place and not demolished. Mr. Bugge said that his company would like to utilize this ramp during construction if there were no objections from the railroad, as they plan to use portions of the Carloading building for a work area. Mr. Scanlon of the Union Pacific Railroad said he could see no objection to their use of the ramp. It was also brought out that the tracks adjoining the Carloading building will remain in place.

Mr. Scanlon also mentioned that the tenants in the National Carloading building have been relocated into the main freight house and they need one of the floor scales which have been left in the Carloading building. He said he would like to acquire one of these from the contractor. It was arranged that this would be taken care of immediately after the close of the meeting. He also mentioned that the 2400 V power line westerly of Pier 13 owned by the railroad will be relocated underground. He cautioned the contractor regarding an overhead pneumatic tube system which will remain in place and will have to be protected.

Mr. Bugge inquired of Mr. Scanlon as to the railroad's operating procedure on their main tracks between Piers 13 and 14. He said he believed they would have to put in a falsework bent between these tracks. He inquired as to a schedule of train movements. Mr. Scanlon said that there is no formal schedule--these tracks have to be available for movement at any time. He said they will have to work each problem out as it arises with the railroad's operating people. Mr. Bugge mentioned that the majority of their work will be in the Carloading building area and that his work over the main tracks will be principally erection of structural steel, which should take one or two days. At this point the utility representatives were excused from the meeting.

Mr. Jack Gray outlined briefly the schedule for the sewer and demolition subcontractors. He said they had intended that the sewer work would start in the vicinity of Piers 13 and 11 in order to clear the pier area. With the pole conflict at Pier 11, however, their plans for this area may change. John L. Jersey Company is presently demolishing the old City yards on Morris Street, and he will do whatever grading work the weather will allow and will shift back to demolition work during bad weather.

Mr. Ivan Merchant mentioned that two of the structure abutments were designed for the future ramps that have been eliminated from the current project. Since the earthwork for these future ramps is not a part of the project, he requested the Metropolitan Division investigate deleting parts of these abutments to the end that they are not left projecting into an unfilled area. Mr. Shotwell commented that if there is a reduction in the size of the abutment the pile order for the abutment will have to be reduced. Mr. Merchant also requested information from the contractor regarding the location of fabrication of structural steel so that the State can arrange for steel inspection.

Ed Johnsen, the State's Equal Employment Opportunity Officer, spoke about the contractor's obligation with regard to equal employment and said that he will schedule an early meeting to go over the contractor's planning. Mr. Bugge commented that Donald M. Drake Company's treasurer, Bud McDonald, will be representative for their over-all equal employment opportunity program. He also mentioned that their peak employment should be in late 1970, at which time there will be about 160 employees on the project.

Mr. Bugge was handed a "procedure plan" showing the routing for checking and approving of shop drawings through the consulting engineer. He was told that the consultant has the authority to approve shop details for the Highway Department but any changes involving extra costs will be handled through the resident engineer.

Mr. Jack Gray requested that the Highway Department's model of the interchange be kept in Mr. Shotwell's office for their reference. It developed later that this will be done.

Mr. Bugge mentioned that Donald M. Drake is the administrative company as far as the project is concerned. In addition to himself, the field office will have two or three engineering people, and they will have a structural superintendent, labor superintendent and a general foreman on the project. He said that Willamette Western, on Drake's payroll, will do the pile driving. He also asked that all correspondence with the exception of pay vouchers be directed to the job address rather than Drake's main office. He said that the reinforcing steel will come from Gilmore Steel, concrete from Willamette Hi-Grade, and timber piling from American Timber & Trading Company.

The meeting was adjourned at 11:30 a.m.

A. E. Johnson
Metropolitan Engineer

by

Edward L. Hardt

Edward L. Hardt
Assistant Metropolitan Engineer

ELH:lh

RECEIVED
OCT 28 1969

FOR FILING

I 405-8(24)30-1
7312

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
October 22, 1969

To: A. E. Johnson
Metropolitan Engineer

PORTLAND

SUBJECT: East Fremont Interchange Section
I-405

A few days ago, Bud McDonald of the Donald M. Drake Company called relative to their three contracts covering the East Fremont Interchange. These contracts were awarded to Willamette River Constructors, which is a joint venture between Donald M. Drake Company and Willamette Western Corporation.

Mr. McDonald requested that for this project the contractors'name be changed to Drake-Willamette, Joint Venturers. I told him that the Division had no objection but had to check into what procedure is necessary to effect this change.

I am advised by the Legal Department that the following is necessary:

File a new assumed business name registration with the Corporation Division for the name Drake-Willamette, Joint Venturers. This will be appropriate if, as we understand, they wish to continue in conducting other jobs under the name of Willamette River Constructors.

When the above is accomplished a letter from the contractors to the Secretary to the Highway Commission so indicating will be sufficient. This written request can then be filed by the Secretary in the contract files and thereafter payments on the East Freemont contracts can be paid under the new name. Because of the possibility that obligations in connection with the projects may have already been incurred under the name of Willamette River Constructors, they should also provide us with written consent of the two sureties involved. Mr. McDonald advised that they are Travelers Indemnity Company and General Insurance Company of America.

Will you please convey this information to the contractor.

NOTED
TOM EDWARDS

ORIGINAL SIGNED
R. L. PORTER
R. L. Porter
Deputy State Highway Engineer

RLP:ms
cc Forrest Cooper
Tom Edwards
Victor D. Wolfe
Floyd Query
G. E. Rohde
V. E. Skoog

RECEIVED
SEP 23 1969

FOR FILING

I-405-8(24) 304

1312.

September 23, 1969

Mr. Franklin Drake
Willamette River Constructors
1740 N. W. Flanders Street
Portland, Oregon 97209

Dear Mr. Drake:

Reference is made to our recent telephone conversations concerning the lump sum deduction submitted on Unit A for the work at the East Fremont Interchange in Portland.

It is my understanding that you desire to have the lump sum deduction applied prorata to Units B and C rather than all apply to Unit A. This has been discussed with the local office of the Bureau of Public Roads, and they have stated that they would have no objection to executing a change that would permit this adjustment. They stated quite positively, however, that the procedure must be in the form of a change after the contracts had been executed in their original form.

If our figures are correct, this would make the deduction $750,382.02 for Unit A; $518,705.71 for Unit B; and $115,912.27 for Unit C. These deductions would then be applied on a prorata basis against the monthly estimates as the amounts of those estimates bear to the total value of the contract.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLP:ms
bc Bureau of Public Roads
bbc Forrest Cooper
F. B. Klaboe
F. D. Morgan
L. H. Young
V. E. Skoog
Floyd Query
Victor D. Wolfe
A. E. Johnson

East Fremont Interchange

	Bid Amount	Lump Sum Reduction	Amount of Bid after Lump Sum Reduction Prorated to each Unit
Unit "A"	$13,745,369.00	750,382.02	12,994,986.98
Unit "B"	9,501,562.00	518,705.71	8,982,856.29
Unit "C"	2,123,261.00	115,912.27	2,007,348.73
	25,370,192.00	1,385,000.00	23,985,192.00

DEC 1 - 1969

I-405-8(24)304

7312

4.8

Attachment 1

Interstate Estimate and Actual Cost for
Fremont Bridge and Connecting Interchanges

(Amounts in $1,000)

Project	Obligation Date	Contract No.	1968 Interstate Estimate	Project Authorization on 9/15/1969	
Superstructure Fremont Bridge 405-8(17)303	6/69	7276	$18,035	$24,055	
West Fremont Interchange 405-8(20)303	5/69	6,247	$20,591	$20,868	
East Fremont Interchange Unit A 405-8(22)304	7/69		$10,204	$13,262	
East Fremont Interchange Unit B 405-8(23)304	7/69		$ 6,699	$10,003	6,362 Not Included
East Fremont Interchange Unit C 405-8(24)304	6/69		$ 2,395	$ 2,345	
			$57,924	$70,533	

September 16, 1969

NOTE
F. B. KLA

CONTRACTORS

DONALD M. DRAKE COMPANY
1740 N. W. FLANDERS STREET • PORTLAND, OREGON 97209
TELEPHONE (503) 226-3991

RECEIVED
SEP 18 1969
FOR ...

NOTED
R. L. PORTER
I-405-8(44)304
7312

September 16, 1969

Oregon State Highway Department
Highway Building
Salem, Oregon 97310

c/

Attention: Mr. Floyd Query

Gentlemen:

Reference is made to your letter dated September 12, in which you notified us of being awarded all three units of the East Fremont Interchange project.

Your letter indicates an intention of applying the lump sum deduction to Unit A in its entirety, which is contrary to our understanding of the contents of Revision Letter #3, dated August 27, 1969.

Revision Letter #3 states, "If award is made on the basis of a lump sum reduction, the lump sum reduction shall be deducted in a prorata amount from each partial payment, on the ratio as the lump sum deduction bears to the total amount bid."

Our interpretation of this paragraph presumed, upon award of all three units, they would be combined under one Contract and that the lump sum reduction would be applied to total monies earned on all three units.

We will appreciate your consideration and analysis of our interpretation, and will be interested in reviewing this further at your convenience.

Very truly yours,

DONALD M. DRAKE COMPANY

R. E. Grant

R. E. Grant, Manager
Estimating Department

REG:bp

Copies to Rohde
Porter 9-17

RECEIVED
SEP 17 1969
OFFICE OF
STATE HIGHWAY ENGINEER

9AM 9-17
Franklin Drake phoned. Repeated point of view outlined in this letter. Told him I would try to arrange a conference with Legal & Engr. representation on 9-26 A.M, 29 PM or 30 anytime.
F.Q.

RECEIVED
SEP 17 1969
OREGON
STATE HIGHWAY COMMISSION

c.

RECEIVED
SEP 26 1969

~~FOR FILING~~

I-405-8(24)304
7312

September 15, 1969

Willamette River Constructors
1740 N.W. Flanders Street
Portland, Oregon 97209

Gentlemen:

Enclosed are three copies of Contract No. 7312 for $2,123,261 awarded to you by the State Highway Commission on September 11, 1969. This contract is for grading, paving, structures and traffic control devices on the East Fremont Interchange Section, Unit C, of the Stadium Freeway in Multnomah County.

Two of these copies should be signed on the contract and bond pages and returned to this office for completion. Please follow exactly the instructions given on the blue slip attached to the contract.

The third copy of the contract stamped "Advance Copy to be Retained by Contractor" is furnished for your information pending receipt of a fully executed copy.

The calendar day count on this contract will begin September 26, 1969.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

bw
Enclosures

bc: F. D. Morgan
D. A. Barbee
I. D. Merchant
William Geibel (SAIF)
A. E. Johnson
Robert Cunningham

RECEIVED
SEP 15 1969

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

I-405-8(24)304

September 12, 1969

7312

Willamette River Constructors
1740 N.W. Flanders Street
Portland, Oregon 97209

Gentlemen:

The State Highway Commission on September 11 awarded to you as the combined low bidder, three contracts on the East Fremont Interchange on which bids were opened earlier in the day.

The awards were made as follows:

Contract No. 7310, Unit A, for $13,745,369 less the lump sum deduction which you offered under Qualification Clause No. 3 in the amount of $1,385,000, leaving a net contract amount of $12,360,369.

Contract No. 7311, Unit B, for your bid of $9,501,562.

Contract No. 7312, Unit C, for your bid in the amount of $2,123,261.

Contract forms are being checked and will be forwarded to you early next week.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:cr

bc: R. L. Porter
L. H. Young
Frank Morgan
D. J. Barbee
I. D. Merchant
William Geibel (SAIF)
A. E. Johnson
Robert Cunningham
Pacific Builder & Engineer, Inc., Seattle, Wash.
Daily Journal of Commerce, Seattle, Wash.
Daily Journal of Commerce, Portland, Ore.

RECEIVED
SEP 15 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 18 1969
FOR FILING

I-405-8(24)304
7312

September 12, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Sir:

Confirmation of your tentative concurrence as of September 11, 1969, is requested in the award of contract for the E. Fremont Interchange (Unit C) Section, Project No. I-405-8(24)304.

The contractor receiving the award is Willamette River Constructors, in the amount of $2,123,261.00 with Contract No. 7312 assigned. This bid was received on September 11, 1969, and awarded September 11, 1969.

All right of way or rights of entry have been acquired.

The low bidder completed the Anti-Collusion Statement included in our proposal, as required by PPM 21-6.1, and it will be retained in a permanent project file.

All rights of access, including utilities, to or from abutting property are either (1) denied by law, (2) have been acquired, or (3) have been acquired in condemnation proceedings which have been commenced and will be prosecuted to completion. All necessary arrangements have been made for all utility work not included as part of the construction contract to be undertaken and completed without conflicting or delaying the State contractor's operations.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. E. Young
Program and Planning Engineer

Bureau of Public Roads' Endorsement

Date______________________________
I concur in the award.

R. E. Simpson
Division Engineer

DAR:bb

RECEIVED
AUG 29 1969

FOR FILING

I 405-X(24)304
7312

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
August 28, 1969

SUBJECT: Units A, B and C East
Fremont Interchange Project

To: MEMO TO THE FILE

At approximately 8:30 this morning, I was informed that a telegram (copy attached) had been sent to plan holders on this project on August 27, 1969, and that at least two contractors had not received their copies. The contractors are: Al Johnson Construction Company, Englewood, Colorado and Raymond International, Seattle, Washington.

I was therefore instructed to withdraw these jobs from the opening and to announce that bids would be opened on them on September 11. I notified all those in the audience the reasons for the withdrawal and advised them that we would either: (1) return their bids unopened by registered mail; or (2) deliver their bids to them upon their showing appropriate identification and signing for them.

Several of those in the audience had not yet turned their bids in and they were advised to keep them and that we would make adequate notice to all contractors and in the appropriate news media of the change in the bid opening date.

F B Klaboe
F. B. Klaboe
Assistant State Highway Engineer

FBK:srb

cc: Forrest Cooper
R. L. Porter
Tom Edwards
L. H. Young
Ivan Merchant
Floyd Query
V. E. Skoog
F. D. Morgan

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram

TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1211 (4-55)

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHORE SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
AUGUST 27, 1969

TO BIDDING PLAN HOLDERS ON UNITS "A", "B" AND "C" EAST FREMONT INTERCHANGE PROJECT:

BIDDERS WILL BE PERMITTED TO STIPULATE IN WRITING ON THE QUALIFICATION SHEET IN THE PROPOSAL THAT THEIR BID HAS BEEN MADE ON THE BASIS OF BEING AWARDED ALL THREE UNITS OR NONE.

THE PROVISIONS SET FORTH IN THE SPECIAL PROVISIONS UNDER "CONSIDERATION OF BIDS" WILL REMAIN IN EFFECT, EXCEPT AS FOLLOWS:

ON PAGE 1 OF SPECIAL PROVISIONS DELETE 4TH PARAGRAPH UNDER "CONSIDERATION OF BIDS" AND SUBSTITUTE FOLLOWING:

"IF AWARD IS MADE ON THE BASIS OF A LUMP SUM REDUCTION, THE LUMP SUM REDUCTION SHALL BE DEDUCTED IN A PRO RATA AMOUNT FROM EACH PARTIAL PAYMENT, ON THE RATIO AS THE LUMP SUM DEDUCTION BEARS TO THE TOTAL AMOUNT BID."

LETTER FOLLOWS.

FORREST COOPER
STATE HIGHWAY ENGINEER
OREGON STATE HIGHWAY DEPARTMENT

REPORT DELIVERY

None opened –
Returned by Reg. mail
Notices to all contractors & to
appropr. news media
Sept 11

(Send bids back to them) & sign receipt for them –

RECEIVED
AUG 28 1969

I-405-8(24)304

7312

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 26, 1969

SUBJECT:

To: MEMO TO THE FILE

On this date, we had questions from a contractor concerning the legality of submitting bids for Units A, B, and C of the East Fremont Interchange section of the Stadium Freeway on a "tied bid" basis, with the stipulation that the contractor would not accept any of the work unless he was awarded all three units.

After discussion by phone with Mr. R. E. Simpson of the Bureau of Public Roads, decision was taken to furnish bidders with an addendum by telegram stating:

> 'Bidders will be permitted to stipulate in writing on the qualification sheet in the proposal that their bid has been made on the basis of being awarded all three units or none.
>
> 'The provisions set forth in the special provisions under "Consideration of Bids" will remain in effect, except as follows:
>
> 'On page 1 of special provisions delete 4th paragraph under "Consideration of Bids" and substitute following:
>
> '"If award is made on the basis of a lump sum reduction, the lump sum reduction shall be deducted in a pro rata amount from each partial payment, on the ratio as the lump sum deduction bears to the total amount bid."
>
> 'Letter follows.'

This means, in essence, that the "tied bids" would not be considered illegal bids and would be accepted but that the award would be made on the basis of the lowest possible combination of single bids or the lowest possible "tied bid" for the three units, whichever might result in the lowest possible contract price for the entire East Fremont Interchange.

Tom Edwards

Tom Edwards
Assistant State Highway Engineer

TE:ja

cc/enc. Mr. R. E. Simpson
Bureau of Public Roads

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram

TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

1211 (4-55)

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
AUGUST 27, 1969

TO BIDDING PLAN HOLDERS ON UNITS "A", "B" AND "C" EAST FREMONT INTERCHANGE PROJECT:

BIDDERS WILL BE PERMITTED TO STIPULATE IN WRITING ON THE QUALIFICATION SHEET IN THE PROPOSAL THAT THEIR BID HAS BEEN MADE ON THE BASIS OF BEING AWARDED ALL THREE UNITS OR NONE.

THE PROVISIONS SET FORTH IN THE SPECIAL PROVISIONS UNDER "CONSIDERATION OF BIDS" WILL REMAIN IN EFFECT, EXCEPT AS FOLLOWS:

ON PAGE 1 OF SPECIAL PROVISIONS DELETE 4TH PARAGRAPH UNDER "CONSIDERATION OF BIDS" AND SUBSTITUTE FOLLOWING:

"IF AWARD IS MADE ON THE BASIS OF A LUMP SUM REDUCTION, THE LUMP SUM REDUCTION SHALL BE DEDUCTED IN A PRO RATA AMOUNT FROM EACH PARTIAL PAYMENT, ON THE RATIO AS THE LUMP SUM DEDUCTION BEARS TO THE TOTAL AMOUNT BID."

LETTER FOLLOWS.

FORREST COOPER
STATE HIGHWAY ENGINEER
OREGON STATE HIGHWAY DEPARTMENT

REPORT DELIVERY

RECEIVED
AUG 1 - 1969

FILE
I-405-8(24)304

7312

7-30-69

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

LETTER OF APPROVAL AND/OR AUTHORIZATION

PROJECT: I-405-8(24)304

SECTION: EAST FREMONT INTERCHANGE UNIT C

WORK: STRUCTURES AND GRADING

COUNTY: MULTNOMAH

TO: Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Malos

FROM: R. E. Simpson, Division Engineer
Salem, Oregon

DATE PS&E APPROVED: July 30, 1969

DATE AUTHORIZED: July 30, 1969

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW:

☒ CONSTRUCTION - ADVERTISE FOR BIDS.

○ UTILITY ADJUSTMENT.

○ RIGHT OF WAY.

○ RIGHT OF WAY INCIDENTALS AND RELOCATION PAYMENTS.

☒ OTHER (SPECIFY).
After award concrrence you are authorized to proceed with contractor's flagging in amount of $7,500.00 as shown in your estimate.

REMARKS AND LIMITS OF AUTHORITY:

Mr. Young's July 28, 1969 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are hereby approved.

Mr. Young's June 25, 1969 request to proceed with construction engineering is approved.

Copies of an executed illumination agreement are required prior to request for concurrence in award.

A signed copy of the Title Sheet is returned herewith.

NOTED
F. B. [illegible]

8-1-69
OFFICE USE
Young
w/enc.

RECEIVED
JUL 31 1969
OFFICE OF
STATE HIGHWAY ENGINEER

DATE July 30, 1969	SIGNATURE OF APPROVING OFFICIAL R. E. Simpson R. E. Simpson	TITLE Division Engineer

I-405-8(24)304

7312

RECEIVED
JUL 20 1969

GAME COMMISSION

OFFICE OF THE DIRECTOR

P. O. BOX 3503 • 1634 S.W. ALDER ST. • PORTLAND, OREGON • 97208 • Ph. 222-9611

TOM McCALL
GOVERNOR

COMMISSIONERS
GEORGE L. HIBBARD, Chairman
J. PAT METKE, Vice Chairman
JOHN P. AMACHER, Member
JOSEPH W. SMITH, Member
JAMES W. WHITTAKER, Member

JOHN W. McKEAN
State Game Director

Proj
[illegible]
E Fremont Int

July 18, 1969

cc's sent 7-22-69

F.B. Klaboe
L.H. Young
F.E. Terpin (5)
T.C. Roake (5)
C.G. Swenson
W.H. Tebeau
A.E. Johnson (2)
C.T. Keasey (4)
H.S. Coulter (4)

State Highway Engineer
Highway Building
Salem, Oregon 97310

Attention: Mr. Frank L. Hall

Dear Sir:

This is in reply to your letter of July 7, 1969, which included plans for five projects.

A review of these projects indicate that there will be no conflict with wildlife resources.

The following projects are approved:

1. East Fremont Interchange Section Stadium Freeway, Multnomah County
2. North and South Canyonville and West Fork Interchanges Pacific Highway, Douglas County
3. Speaker Road, Wolf Creek and Sunny Valley Interchanges Pacific Highway, Josephine County
4. N.W. 4th Avenue-Arcata Way Section FAS 23-103, Malheur County
5. Barth Crossing-U.S. 30 Connection Section FAS 470, Umatilla County.

We appreciate the opportunity to comment on these projects.

Very truly yours,

R. O. Koski

R. O. Koski
Chief of Liberation

RECEIVED
JUL 23 1969
OFFICE OF
STATE HIGHWAY ENGINEER

ROK:js

cc: Dir. OFC

I-405-8(24)304
7312

OREGON STATE HIGHWAY DEPARTMENT

Salem Oregon

PUBLIC INFORMATION OFFICE PHONE 364-2171 Ext. 1501

NEWS RELEASE 69-153-S

FOR IMMEDIATE RELEASE July 16, 1969

Bids will be received by the Oregon State Highway Commission on Thursday, August 28, in Salem, for three units of the East Fremont Bridge Interchange Section project on the Stadium Freeway (I-405) in Portland, Multnomah County.

Unit "A" involves construction of the East Fremont Interchange structure from Pier 2-E to Interstate Avenue. Completion time--755 calendar days.

Unit "B" of the East Fremont Interchange involves grading, paving, structure, and traffic control devices. Project plans call for portland cement concrete on the roadway to the Minnesota Freeway (I-5) and asphalt concrete pavement on the connection to Fremont Street. Plans also call for construction of various legs on the multi-level interchange connection to North Fremont Street, Minnesota Freeway, and East Bank Freeway. Completion time--755 calendar days.

Unit "C" will be advertised in the near future.

These units will complete the inner loop of the Portland freeway system with completion expected late in the fall of 1971.

# # # # # # # # #

RANSACTION NOS. 7-1 THRU 7-3

Klaboe

M PR-48
V. 7-67)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

TRANSMITTAL AND REQUEST FOR INITIAL PROGRAM APPROVAL OF PROJECTS

(PPM 21-1)

STATE HIGHWAY DEPARTMENT OREGON	DATE 7-3-69
BY (Signature) MR. YOUNG'S JUNE 25, 1969 LETTER	
TITLE	

CLASS OF FEDERAL FUNDS

☒ FAI ☐ FAP ☐ FAU ☐ FAS ☐ OTHERS

AGE 1° EM NOS. ____ THRU ____

STAGE 2 ITEM NOS. 585 THRU 587

TEM NO.	PROJECT NOS.	LENGTH (Miles)	TOTAL ESTIMATED COST	FEDERAL FUNDS	OTHER IDENTIFICATION AND/OR REMARKS (State) LOCATION	WORK
5	1-405-8(22)304	0.25	11,830,000.00	10,883,000.00	EAST FREMONT INTERCHANGE	ONE STEEL APPROACH STRUCTURE
86	1-405-8(23)304	0.11	9,610,000.00	8,841,000.00	EAST FREMONT INTERCHANGE	STEEL RAMP - STRUCTURE COMPLEX
36	1-405-8(24)304	0.0	1,660,000.00	1,527,000.00	EAST FREMONT INTERCHANGE	THREE CONCRETE RAMP STRUCTURES

7-3-69

7-8-69

RETURNED TO
Young
BY ASST. STATE HWY. ENGR

NOTED
F. B. KLABOE

RECEIVED
JUL 7 1969
OFFICE OF
STATE HIGHWAY ENGINEER

ARKS (Division)

YOU ARE AUTHORIZED TO PROCEED WITH THE NECESSARY PREPARATORY WORK FOR RAILROAD AND UTILITY ADJUSTMENTS UNDER ITEM 585 - 1-405-8(22)304.

IT IS UNDERSTOOD THAT THE CONSTRUCTION OF THE RAILROAD'S "YARDMAN L&T BUILDING" IN ITEM 595 - 1-405-8(22)304 WILL BE ACCOMPLISHED UNDER A SEPARATE CONTRACT FROM THAT FOR THE MAIN STRUCTURES.

AUTHORIZATION TO PROCEED WITH ADVANCE CONSTRUCTION ENGINEERING WILL BE GIVEN AT THE TIME PS&E APPROVAL IS GIVEN.

RECEIVED
JUL 8 - 1969

I-405-8(24)304

RECOMMENDED SIGNATURE AND TITLE	DATE	APPROVED SIGNATURE AND TITLE
	7-3-69	R.E. SIMPSON, DIVISION ENGINEER

° Program approval and any authorization to proceed with a Stage 1 project shall not constitute any commitment of Federal funds nor shall it be construed as creating in any manner, any obligation on the part of the Federal Government to provide Federal funds for the undertaking.

JUL 7 - 1969

FOR FIL

[illegible]

Prog

[illegible]

E Fremont Int

I-405-S(24)304

June 25, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon 97301

Dear Sir:

We are submitting program data for three Interstate Projects, Items 585, 586 and 587, Projects I-405-S(22)304, I-405-S(23)304 and I-405-S(24)304, which we desire to have included in the Federal-Aid Interstate Highway Program.

These three projects are the major portion of the Fremont Interchange Complex. The balance of the interchange consisting of the ES, SE, 1N and NE ramps are to be constructed at a future date.

It is our present intention to receive bids for these projects on August 28, 1969 and to preadvertise same beginning July 3, 1969 with formal P. S. & E. advertisement from August 7, 1969. The complexity of the projects require the extended advertising period.

We hereby request your approval and authorization to proceed with construction engineering for these projects. We consider the plans submitted to you on June 5, 1969 as the final design, with the exception of possibly a few minor changes. We consider it necessary to proceed with the field staking of these projects in advance of advertising and award because of the complexity of design and enormous amount of engineering work to be done so the contractors may begin work as soon as the contracts for the projects are awarded. The need for advance construction engineering is similar to that of Project I-405-S(20)303, West Fremont Interchange.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Program & Planning Engineer

cc: F. B. Klaboe
F. D. Morgan

RC:aw

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W. O.

FORM PR-1
(REV. 4-61)

FEDERAL-AID PR

(PPM 21-

CARD 2	REPORT NUMBER 1 (19) (20)	PROJECT LOCATION *(45 typewriter spaces)* I-405 E. Fremont Interchange (Portland) 21 65	**ADT**	PRESENT 43,600	FUTURE 72,400 (66) (70)	YEAR 89 (71)

CARD 3	CHARACTER OF PROPOSED WORK *(35 typewriter spaces)* Gr. Dr. H.T. Pave, 3 Ramp Strs. 28 62	NATL. FOREST (63) (65)	F-A ROUTE NO. (66) (68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. AUTHY (74) (75

CARD 4	CLASS OF FEDERAL FUNDS Interstate	COUNTY NAME H	
	NAME OF URBAN AREA Portland 17-31	ROUTE NO. I	FEDERAL-AID I-405

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	WORK CLASS	WORK TYPE	WORK STEP	TERMINI *(Full description)*	MILES	ESTIMATED PROJECT COS TOTAL ESTIMATED COST	 FEDERAL FUNDS
1	(14-15)	(16	41	42	43 46	53		(54) (58)	(59) (66)	(67) (76)
5					**PE**		I-405 E. Fremont Interchange (Portland)			
5					**ROW**					
5					**CONST** (CODE)			0.0	1,660,000	1,527,000

CARD 1	CODE 1	PREPARED BY	PROJECT TOTALS	0.0	1,660,000	1,527,000
1	14	PROGRAM APPROVAL DATES			(16) (23)	(24) (33)

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

		PRESENT	FUTURE	YEAR	REGION	STATE NAME	STATE CODE	APPN CODE	ITEM NO.
65	**ADT**	43,600 (66)	72,400 (70)	89 (71) (72)	08	Oregon	35 (2) (3)	042 (4) (5)	587 (14) (18)

SUPV AGCY	DA CLASSIF.	DA AREA	EMERG. YR.	PL. AUTH YR	PROJECT NUMBER PREFIX LETTER(S)	PROJECT NUMBER NUMBER SEQ. NO.	I. Projects Only POST MI.	I. Projects Only DESIG.
(69)	(70)	(71)	(72) (73)	(74) (75)	14 I- 23	7 405-8(24) 19	(24) 304 (26)	27

COUNTY NAME	CODE
Multnomah	051 (14) (16)

ROUTE NO.	FEDERAL-AID	STATE	U.S.
I	I-405 (32)	(36)	(37) I-405 (41)

PROGRAM STAGE ☐ 1 OR ☒ 2

ESTIMATED PROJECT COST BY PHASES

MILES	TOTAL ESTIMATED COST	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	CHARACTER OF PROPOSED WORK (Full description)
(54) (58)	(59) (66)	(67) (76)			Gr. Dr. H.T. Pave, Completion of 3 Ramp Structures. (Concrete Box Girder H.C. 26' to 40') ROW - 200' Normal; Access Control-Full; Parking Restrictions-Complete.
0.0	1,660,000	1,527,000	133,000		
0.0	1,660,000	1,527,000	133,000		
	(16) (23)	(24) (33)			

REMARKS

Additional Data: Item 585 and 587,
Projects I-405-8(22) and I-405-8(23)

USCOMM DUSCOMM-DC 48905-P61

Remarks Contd.

This project consists of the construction of the balance of the NW, WS and SW ramp structures with necessary grading and high type pavement to complete the connection of the ramps to I-5.

This project with Projects I-405-8(22)304 and I-405-8(23)304 completes the major portion of the East Fremont Interchange of the Fremont Bridge.

I-405-8(24)304
-7312

RECEIVED
MAY 22 1969

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

FOR
Forrest
[illegible]
~~Memo Hill~~

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: May 21, 1969

In reply refer to: 08-35.6

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

E Fremont Lt

Edwards
cc Klaboe
5.22

SUBJECT: Oregon Project I-405-8( )303
Fremont Interchange Structures

C

I feel you have done an excellent job in packaging this very costly project. I feel that the thoughtful consideration given to the divisions will result in more competition with minimum amount of disruption and overall an expected reduction in total cost.

I approve the packaging as outlined in Mr. Edward's May 13, 1969 letter and request that you prepare your contracts accordingly.

Copy - Merchant - Young - Barker
5-22-69

NOTED
TOM EDWARDS

RECEIVED
MAY 22 1969
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

MAY 15 1969

I-405-8(23) 303
7312

May 13, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Re: I-405-8( )303
East Fremont
Interchange structures
Your File 08-35.6

Dear Sir:

Your memorandum dated April 30 regarding the East Fremont Interchange requests the State to study the idea of packaging the project into smaller segments for contracting rather than one large contract.

This the State has done and we believe it entirely feasible to split the initial project into three separate contracts. I am enclosing two copies of a letter-sized plan sheet and a copy of a preliminary square foot estimate of the proposed contracts. Referring to the enclosed sketch, the proposed contracts are listed as Part 1, Part 2, Part 3 and Future Construction. We believe the extent of each part is a logical portion and that the State should, by this method, encourage competition by smaller contractors.

With reference to the approximate estimates, it is noted that Part 1 is still in excess of $11,000,000. However, this includes all of the double deck structure through the Union Pacific rail yards and includes all of the ring-type pier supports. Part 2 contains the balance of the structural steel, but is basically all single-level construction. Part 3 would be a comparatively small contract on which any number of local contractors would be qualified.

It should be pointed out that at the present time our Consultants, Howard, Needles, Tammen and Bergendoff, are completing the detailing. They have been requested to package the project into four separate contracts and with the special provisions and estimates prepared for each contract. Special care will have to be taken in the contract preparation to insure that at the junction planes between contracts, responsibilities are clearly spelled out.

The State believes that the contract administration for a project such as this will be much more difficult with the three contracts. However, the promotion of competition should keep prices in line. It should also be noted that the enclosed estimate is made from prices bid on the West Fremont Interchange and applied on a square foot basis, as at this time we have not received final quantities from our Consultants.

Very truly yours,

Forrest Cooper
State Highway Engineer

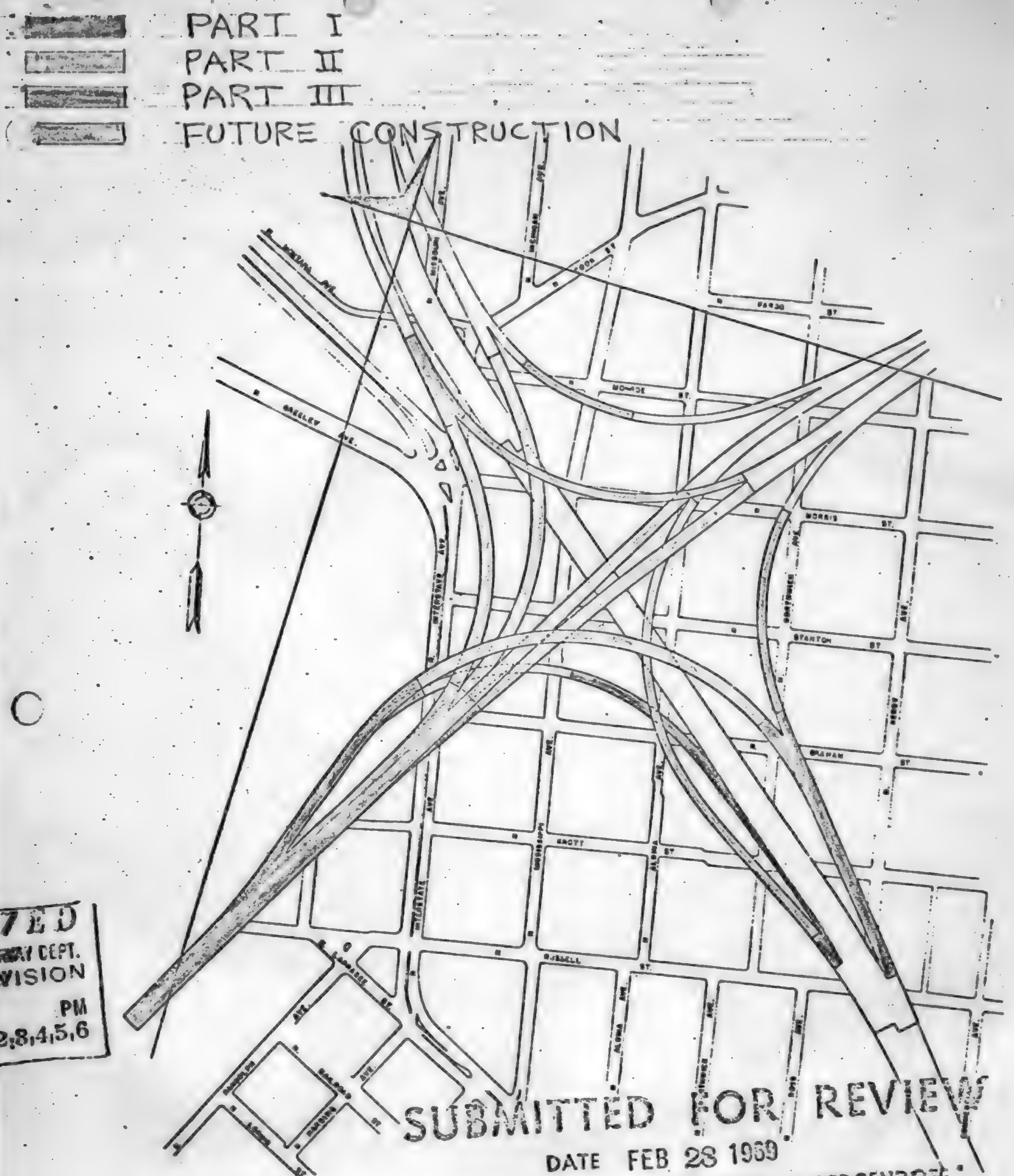
By

Tom Edwards
Assistant State Highway Engineer

Enc.

bc Forrest Cooper
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
Ivan Merchant
L. H. Young

IDM:jr ja



7ED
WAY DEPT.
VISION
PM
2,3,4,5,6

SUBMITTED FOR REVIEW
DATE FEB 28 1969
HOWARD, NEEDLES, TAMMEN, & BERGENDOFF

REVISION	
	OREGON STATE HIGHWAY DEPARTMENT BRIDGE DIVISION
	FREMONT BRIDGE APPROACHES EAST FREMONT INTERCHANGE

Form [illegible]

Oregon State Highway Department
BRIDGE DESIGN SECTION

Sheet 8

Bridge East Fremont

County Mult.

Calculations by WOOD

Date May 5, 1969

Bridge No. 8958

Part I

240,000 □' @ $44 = 10,560,000
12% E & C = 1,270,000
$11,830,000

Part II

195,000 □' @ $44 = 8,580,000
12% E & C = 1,030,000
$ 9,610,000

Part III

60,000 □' @ $18 = 1,080,000
20,000 □' @ $20 = 400,000
1,480,000
12% E & C = 180,000
$ 1,660,000

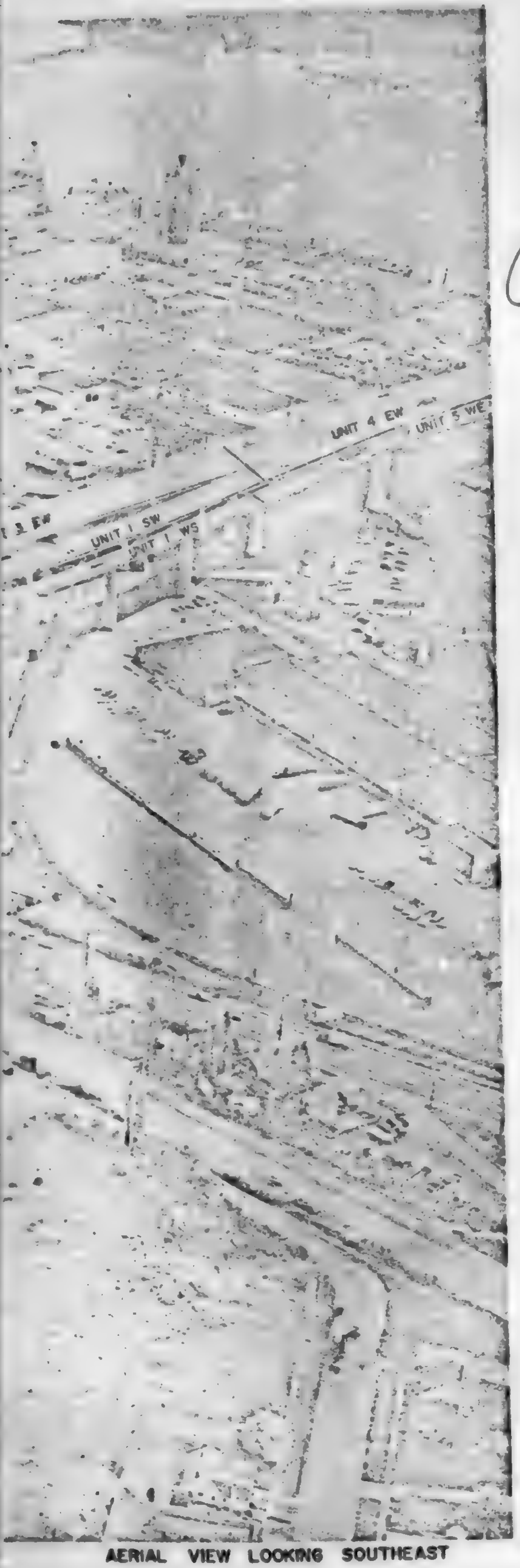
Total Estimate = $23,100,000

I-405-8(24)369 5-9-69

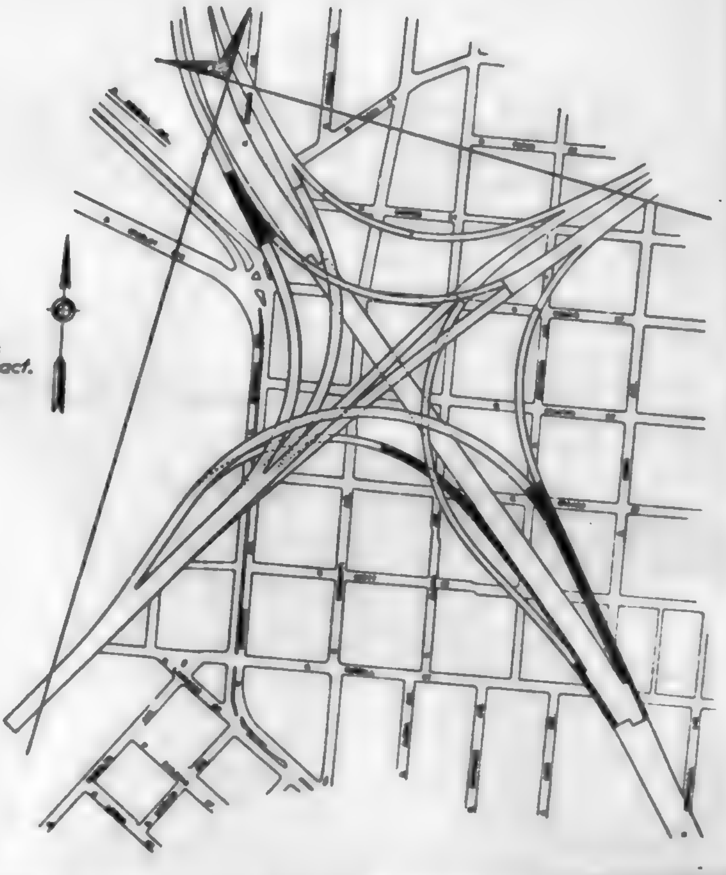
7312

C

C



AERIAL VIEW LOOKING SOUTHEAST



Note:
Shaded structures included in this contract.

DATE	REVISION

APPROVED:
George [illegible]
BRIDGE ENGINEER
DESIGNED JJ
CHECKED EED

OREGON STATE HIGHWAY DEPARTMENT
BRIDGE DIVISION

FREMONT BRIDGE APPROACHES
EAST FREMONT INTERCHANGE
MULTNOMAH COUNTY

AERIAL VIEW

DATE May 9, 1969
SHEET 2 OF 85
BRIDGE NO. 8958-3
DRAWING NO. 25524

RECEIVED
MAY 8 1969

FOR FILE

I-405-8(24)304
7312

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem Office
May 6, 1969

To: MEMORANDUM TO FILE:

SUBJECT: Completion Time-
Fremont Bridge Complex

The contract for the West Fremont Interchange Project was awarded April 29, 1969. Completion time for the project is 850 calendar days, making the completion date September 6, 1971.

The specifications for the Fremont Superstructure Project require completion in 860 calendar days with a bid opening scheduled for June 26, 1969. Assuming a satisfactory bid is received and an award of contract is made by July 1, 1969, the completion time would be November 17, 1971.

The East Fremont Interchange Project is presently scheduled for bid opening August 21, 1969. To complete this project not later than the specified completion date of the superstructure contract, the completion time for this project should be not more than 800 calendar days.

To complete the entire Fremont complex, another contract must be let for construction of the West end of the West Fremont Interchange between N. W. 19th Avenue and N. W. 21st Avenue with connections to N. W. 21st Avenue.

C. G. Swenson
C. G. SWENSON
Specifications Engineer

CGS/bdr
cc: F. B. Klaboe
D. J. Barbee

RECEIVED
MAY 7 1969
OFFICE OF
STATE HIGHWAY ENGINEER

WEST FREMONT

		Cal. Days
Start Workday Count	May 9, 1969	
		236
	January 1, 1970	
		365
	January 1, 1971	
		249
	September 6, 1971	
		850

FREMONT SUPERSTRUCTURE

Assumed Start Workday Count	July 11, 1969	
		174
	January 1, 1970	
		365
	January 1, 1971	
		321
	November 17, 1971	
		860

EAST FREMONT

Assumed Start Workday Count	September 8, 1969	
		114
	January 1, 1970	
		365
	January 1, 1971	
		321
	November 17, 1971	
		800

I-405-8(24)304

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

7312

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: April 30, 1969

In reply refer to: 08-35.6

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: I-405-8( )303
East Fremont Interchange Structures

In view of the surprisingly high bids received on the West Fremont Interchange steel it appears desirable to investigate the East Fremont project to affect possible economics including packaging the project into smaller segments. We feel you should study and evaluate the entire situation and make your supporting recommendations to us.

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM MAY 1 - 1969 PM
7,8,9,10,11,12,1,2,3,4,5,6

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

.7312 E. Fremont Interch. Sec.
Stadium Fwy. - Unit C

CONFIDENTIAL

7312

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE
Region 1 - Milwaukie
August 20, 1974

FILE:

Edward L. Hardt

FROM: EDWARD L. HARDT
Regional Engineer

SUBJECT: FREMONT BRIDGE IMPACT CLAIMS

TO:
A. E. JOHNSON
JOHN LEAHY
JOHN JENKINS
JOHN HOWARD
ROBERT SHOTWELL
ROBERT CUNNINGHAM
CHARLES LOBAUGH
JACK DAVIS

Countermanding all previous letters and phone calls on the subject, the meeting to discuss the current status of the contractor's impact claims on the East and West Fremont Interchange projects has now been scheduled for August 28 at 2 PM in the small conference room in the Salem Highway Building. All addressees are still requested to attend.

ELH/cr
cc H. S. Coulter
R. N. Bothman
A. C. Harwood
W. J. Hart
H. A. Schell, FHWA

NOTED
A. E. JOHNSON

NOTED
F. B. KLABOE

RECEIVED
STATE HWY ENGR
AUG 21 '74
REFER TO
Klaboe
FOR

Info	Inves	R/D	D/R	Sign	Act	File
X						

7312

5

FORM 2-90 (REV. 10-69)

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 6, 1973

SUBJECT: Fremont Approaches
Contractor's Claims

To: A. E. Johnson
Deputy State Highway Engineer

FROM: Edward L Hardt
E. L. Hardt
Construction Field Engineer

Attached you will find a letter dated September 4 from John Clough who has been assigned from the Attorney General's office to assist us with the Fremont Bridge claims. This letter is in the form of a request to do some outside investigation of Canron.

Your approval of this request is recommended. If this request is approved, our Accounting Section should be notified.

NOTED

RECEIVED
STATE HWY ENGR
SEP 12 '73
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

APPROVED
DEPUTY STATE HIGHWAY ENGINEER
Date 9-13-73

ELH:fw

Enc.

Orig. Ed Hardt
cy Hunter
Fait Hart
Van Sloog
Files ✓
9-13-73

DEPARTMENT OF JUSTICE

Memorandum

TO: Mr. Ed. Hardt, Bridge Section
Highway Building
DATE: September 4, 1973

FROM: Mr. John H. Clough, Assistant Attorney General
Department of Justice

SUBJECT: Fremont Bridge Case

Pursuant to our discussion of today concerning the investigation required in the above matter, I am by this memo requesting that I be authorized to purchase services from Retailers Commerical Agency in Portland, Oregon, for a background investigation on Canron Limited in Vancouver, British Columbia. My experience with Retailers has been that their investigations are thorough. They charge by the hour and the rates that I have obtained were $10.75 an hour for work done in Vancouver, British Columbia, and $11.50 an hour for work done in the Portland office. In all, such a background study should be kept within $100 to $150. I would request that Retailers do a complete run down on the corporation including its background, work experience, the nature of business and particularly how frequently the Canron jumps the category of being a material man's supplier to be a subcontractor for painting on the steel girders that it produces. I would also request that complete financial data of the corporation be obtained, the corporate structure, i.e., who are parent or subsidiary corporations, if any; who are the officiers and key personnel and what other positions they hold and a complete backgound investigation on certain key people including but not limited to Terry Lawry and Bruce Jackson, who are presently the individuals that we are dealing with in the above matter. Such investigation would also disclose any other lawsuits on similar problems.

Such information is beyond the reach of any investigative staff that we have, which there is none and personnel that may be presently employed by Highway. I regard this as a necessary step towards the successful defense of the above potential lawsuits.

ph

5

7312

NOTED
[illegible]

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

TOM McCALL
GOVERNOR

F. B. Klaboe
Administrator of Highways

August 20, 1973

Mr. John H. Clough
Assistant Attorney General
Justice Department
State Office Building
Salem, OR 97310

NOTED
A. E. [illegible]

Dear Mr. Clough:

East and West Fremont Interchanges
Inorganic Zinc Paint Investigation

To help in your review and investigation of the documents connected with the inorganic zinc paint problem on the Fremont Interchanges, listed below are the cast of characters who were involved when the work was going on. There may be others whom I have overlooked; however, this will give you a running start at the personnel involved.

The contractor for the East Fremont was a joint venture of Drake and Willamette, the jobs superintendents were Bill Bugge and later Jack Gray. The principals involved were R. E. (Smoky) Grant and Franklin Grant. For the West Fremont Interchange the joint venture was Andersen-Hannan. The job superintendent was Ralph Hannan and Bob Everitt and H. A. Andersen represented the main office.

Canron Ltd. of Vancouver, British Columbia, who did the steel fabrication and painting, was represented principally by Terry Lawry and Dick Davies.

The paint supplier, Enjay Chemical Co. (now Exxon), was represented while the work was going on, by Don Bozman, Don Blue and Leonard Grover. During the course of my current investigation I have talked to Frank Koehler and John Owen.

Pittsburgh Testing Laboratory, who contracted out our inspection in the Vancouver plant, was represented by the Portland manager, Don Scott, and by the lead inspector in the fabricating plant, Ken Peterson.

The Oregon Highway Division was represented in one way or another by the following:

Tom Edwards, Deputy Highway Engineer, called the important shots from Salem headquarters.

A. E. Johnson, Assistant Highway Engineer, Tom Edwards' contact with the Region office and field offices.

Ivan Merchant, Bridge Engineer during the formulation of the project and the work now under controversy. He has since retired but is available in Salem.

Walter Hart, current Bridge Engineer, has little knowledge of the actual field conditions under discussion.

Jack Davis, an assistant in the Bridge Section who has done some research on paint and is knowledgeable about some of our other painting problems.

John Jenkins, Materials Engineer. The Materials Section has the prime responsibility for inspection and approval of materials used on projects.

Jim Chidsey, Structural Quality Engineer under Jenkins. Chidsey has recently been transferred to the Utility Liaison Engineer's post in the headquarters building and is available for discussions.

Don Beecroft has taken over Jim Chidsey's position.

Dean Mandrell, Highway Division's paint expert, works in the Materials Laboratory under Beecroft and Jenkins.

Robert L. Schroeder was Metropolitan Region Engineer during the time the work was being done.

H. S. Coulter, succeeded Schroeder after the work was principally over.

Ed Hardt, Assistant Metropolitan Engineer during the time the work was being done in Portland, contact man between the field offices and the Salem headquarters.

Robert Shotwell, Resident Bridge Engineer on the East Fremont project.

Chuck Lobaugh, Shotwell's assistant. Lobaugh was used late last year as a coordinator for Leonard Lindas to help him assemble the data and information that Leonard needed to handle the case.

John Howard, Resident Bridge Engineer for the West Fremont Work.

Robert Cunningham, Resident Bridge Engineer on the Fremont Superstructure contract.

Representing the Federal Highway Administration during the time the work was going on, were Herb Schell, Bridge Engineer; Bob Pillsbury, Schell's assistant; and Cliff Christianson and Wally Bryant, area engineers assigned to the Metro Region.

If you have any questions regarding the people listed above, their qualifications, experience, whatnot, please ask.

Very truly yours,

C. T. Keasey
Construction Engineer
By ORIGINAL SIGNED
EDWARD L. HARDT

Edward L. Hardt
Construction Field Engineer (Bridge)

ELH:dh

cc A. E. Johnson

RECEIVED
STATE HWY ENGR
AUG 20 73
REFER TO
FOR
Info Inves R/D D/R Sign Act File

8-3340 Humbug Mountain State Park, 1969
S. of Port Orford, Oregon Coast Hwy.
#7313

c

RECEIVED
JUN 22 1970
FOR FILING

SAHLSTROM & STARR
ATTORNEYS AT LAW
140 SOUTH PARK
EUGENE, OREGON 97401

E. B. SAHLSTROM
J. MICHAEL STARR
DAVID A. VINSON
LAWRENCE F. COOLEY

TELEPHONE
345-0193

June 9, 1970

8-3340
7313

#7336.
#7313 & #7315

Oregon State Highway Commission
Highway Building
Salem, Oregon

ATTENTION: Floyd Query, Secretary

Re: Ed Sherwood - Ross Bros. Construction, Inc.

Dear Mr. Query:

Obviously, from the accounting which is contained in our letter to attorney Michael O. Whitty, it is clear that no sums are owed whatsoever by our client, Ross Bros. Construction, Inc., to this subcontractor. As you can see from the accounting, this subcontractor is, in fact, indebted to our client in the sum of $311.82.

We deny the allegations made in the Affidavit filed with you by Ed Sherwood in their entirety.

Very truly yours,

SAHLSTROM & STARR

E. B. Sahlstrom

EBS:mjr
Enc.

NOTED
FLOYD QUERY

RECEIVED
JUN 10 1970
OREGON
STATE HIGHWAY COMMISSION

Clc

SAHLSTROM & STARR
ATTORNEYS AT LAW
140 SOUTH PARK
EUGENE, OREGON 97401

E. B. SAHLSTROM
J. MICHAEL STARR
DAVID A. VINSON
LAWRENCE F. COOLEY

TELEPHONE
345-0193

June 8, 1970

Michael O. Whitty
Seaman & Whitty
Attorneys at Law
P. O. Box 295
Coos Bay, Oregon 97420

Re: Ed Sherwood - Ross Bros. Construction, Inc.
Contracts #7313, #7315 and 7336

Dear Mr. Whitty:

According to our computation, your client owes Ross Bros. Construction, Inc., the sum of $311.82 on the above contracts. We compute this as follows:

Contract #7336:

> Your client subcontracted for the painting work for $2,489.00 but failed to do the work. Our client was required to pay $3,635.00 to have the work completed, and thus is entitled to recover the sum of $1,146.00 from your client.

Contracts #7313 and 7315:

> Our client owes your client $834.18 on these contracts.

We hereby demand that your client pay the sum of $311.82 to Ross Bros. Construction, Inc., within ten (10) days of this date.

Very truly yours,

SAHLSTROM & STARR

E. B. Sahlstrom

EBS:mjr

cc/ Oregon State Highway Division
Salem, Oregon

RECEIVED
MAY 28 1970

FOR FILING

8-3340
7313

May 28, 1970

Oregon State Highway Commission

Gentlemen:

Work was completed April 30, 1970, on Contract No. 7313. The contract was with Ross Bros. Construction, Inc., and was for a utility building on the Humbug Mountain State Park Section in Curry County..

As the contractor has completed all work according to specifications, I recommend that you accept the project.

This matter will be on the agenda for the June 2 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Tom Edwards
F. B. Klaboe
W. D. Wolfe
W. E. Skoog
F. D. Morgan
Ivan Merchant
L. H. Young
C. T. Keasey

srb ar

RECEIVED
JUN 1 - 1970
FOR FILING

8-3340

7313

May 28, 1970

Federal Insurance Company
Bonding Department
417 Norton Bldg.
Seattle, Washington 98104

Gentlemen:

Contract No. 7313 awarded to Ross Bros. Construction, Inc., for a utility building in Humbug Mountain State Park in Curry County was completed on April 30, 1970, and accepted by the Highway Commission on May 28, 1970.

Final payment in the amount of $2,812.00 will be released to the contractor after June 4, 1970. The total contract amount is $46,931.00 and no work was performed under force account.

You have been advised previously that a claim has been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH:aj

cc Ross Bros. Constr., Inc.
359 Apple Blossom Ave., N
Salem, Oregon 97303

Curry-Kropp-Cates, Inc.
1390 Capitol Street, N
Salem, Oregon 97303

bc Frank Morgan
Ivan Merchant

V. E. Skoog
Attn: John Herr
Carroll T. Keasey

RECEIVED
JUN 1 - 1970

4518

FILED
MAY 28 1970
CLAY MYERS
SECRETARY OF STATE

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

8 - 3340

7315

May 27, 1970

Seaman & Whitty
Attorneys at Law
P. O. Box 295
Coos Bay, Oregon 97420

Attention: Michael O. Whitty

Gentlemen:

This is to acknowledge receipt of your letter of May 15 and attached Affidavit of your client, Mr. Ed Sherwood, stating that Ross Bros. Construction, Inc., owes him for labor and material in the amount of $3,323.18. This appears to be in connection with the following Ross Bros. Construction, Inc., contracts:

Contract No. 7313 for a utility building in the Humbug Mountain State Park in Curry County.

Contract No. 7315 for a toilet building in the South Newport State Park in Lincoln County.

Contract No. 7336 for park facilities in the Nehalem Bay State Park in Tillamook County.

The Federal Insurance Company through Curry-Kropp-Cates, Inc., 1390 Capitol Street, N., Salem, furnished the performance bond on each of these contracts. We will advise them of the receipt of your letter and Mr. Sherwood's affidavit and we will also forward them to the Secretary of State for filing.

NOTED ON CARD
6-1-70 a

NOTED
C. W. HEAD

Please notify us when your client's claim has been paid.

Very truly yours

Floyd Quary, Secretary
OREGON STATE HIGHWAY COMMISSION

cc Federal Insurance Co.
Curry-Kropp-Cates, Inc.
Ross Bros. Construction, Inc.
bc Commission
Secretary of State - Please acknowledge receipt of this claim on the enclosed copy of this letter.

RECEIVED
MAY 29 1970
OREGON
STATE HIGHWAY COMMISSION

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

May 20, 1970

Seaman & Whitty
Attorneys at Law
P. O. Box 295
Coos Bay, Oregon 97420

Attention: Michael O. Whitty

Gentlemen:

Attached is a certified copy of Contract No. 7336 awarded to Ross Bros. Construction, Inc., for work in Nehalem Bay State Park.

The general provisions are the same for all three contracts that you mentioned - 7313, 7315, and 7336; and the bonding company is the same for all of them. The work to be performed, of course, would differ with each contract.

As we had an extra copy of this contract, no charge is made for it. However, if it is necessary to reproduce a contract we do charge ten cents per sheet.

Following our normal procedure, we will use the affidavit attached to your letter and signed by Mr. Sherwood as a notice of claim against these contracts. We will advise the surety and the contractor of the receipt of the claim and file it with the Secretary of State.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY
Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:cr
Attachment

bc: C. W. Head

SEAMAN & WHITTY
ATTORNEYS AT LAW
210 FITZPATRICK BUILDING   MAIL: P. O. BOX 295
COOS BAY, OREGON 97420

WESLEY A. SEAMAN
MICHAEL O. WHITTY

TELEPHONE 503/267-3136

May 15, 1970

Routing
Morgan
Decker
Bond
Walker
Cochran
Johnson
Peats
Swan
Olson
Litchfield
Gallagher
[illegible]

RECEIVED
MAY 20 1970
CONSTRUCTION
DIVISION

Construction Engineer
State Highway Building
Salem, Oregon 97310

Dear Sir:

I represent Ed Sherwood who's Affidavit is enclosed. I request that you supply me with a certified copy of State Highway Contracts Nos. 7336, 7315 and 7313, and also a copy of the Bonds on those Contracts.

These three Contracts concern the construction of buildings for park facilities. If the terms of the Contracts are in essence identical with the exception of the description of the particular job to be performed, you need send only one copy of Contract of No. 7336 and the Bond for that Contract. If, however, the terms of the Contracts are different or the surety on the Bonds is different, I will need copies of each Contract.

Very truly yours,

SEAMAN & WHITTY

Michael O. Whitty

Michael O. Whitty

MOW/d
Enc.

Carol
please prepare a copy
of contract 7336
76

STATE OF OREGON)
) ss.
County of Coos)

AFFIDAVIT

I, ED SHERWOOD, being first duly sworn, depose and say: That I have subcontracted with Ross Brothers Construction Inc. to perform painting and supply the materials therefore under State Highway Contracts Nos. 7315, 7313 and 7336. I have supplied the labor and material for the prosecution of the work as described in the Contracts. There is due and owing me on these Contracts a total sum of $3,323.18.

Ed Sherwood
Ed Sherwood

Subscribed and sworn to before me this 18th day of May, 1970.

Mike O Whitty
Michael O. Whitty
Notary Public for Oregon
My Commission Expires: June 26, 1973.

(Notarial Seal)

8-3340
7313

C

FORM S-1 (REV. 10-69)

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Humbug Mtn. State Park

WEEK ENDING: May 9, 1970

SECTION PREFIX: 8-3340

HIGHWAY: Oregon Coast

COUNTY: Curry

NAME OF JOB: Humbug Mtn. State Park

KIND OF WORK: Utility Building

CONTRACTOR: Ross Bros. Construction

CONTRACT NUMBER: 7313

FEDERAL AID PROJECT NUMBER: State

DATE OF CONTRACT: Sept. 17, 1969

DATE WORK STARTED: October 13, 1969

ESTIMATED COMPLETION DATE: April 30, 1970

AVERAGE FORCE ON PROJECT FOR THE WEEK:

MEN: 0

SUPERVISION:

SPECIFIED WORK DAYS:

WORK DAYS USED:

SPECIFIED CALENDAR DAYS:

CALENDAR DAYS USED:

SPECIFIED COMPLETION DATE: May 1, 1970

PERCENT OF TIME ELAPSED: 100

PROJECT AUTHORIZATION: $ 53,631.80

EXCLUSIVE OF ENGINEERING: $ 48,947.80 ~~[illegible]~~

ENGINEERING AUTHORIZATION: $ 4,684.00

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 46,931.00

ENGINEERING COST TO DATE: $ 4,300.00

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 98

ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN . . . . 4.1 %

PERCENT OF AUTHORIZATION . . . . 92 %

DATE PROJECT WAS COMPLETED: April 30, 1970

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK: none

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY 3	Clear			
MONDAY 4	Overcast			
TUESDAY 5	"			
WEDNESDAY 6	Clear			
THURSDAY 7	Showers			
FRIDAY 8	Showers			
SATURDAY 9				BEN GIFFORD

Routing
Morgan
Decker
Bond
Walker
Boehme
Jameson
Pease
Swan
Glenn
Litchfield
Gallagher
Stein

RECEIVED
MAY 11 1970
CONSTRUCTION DIVISION

NOTED
R. D. CHURCH

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY 3	Project complete no activity all week.
MONDAY 4	
TUESDAY 5	
WEDNESDAY 6	
THURSDAY 7	
FRIDAY 8	
SATURDAY 9	

REMARKS

Final inspection made May 6, 1970 with AL Rear, John Quiner, Eugene Ash and Bruce Ray in attendance. One correction was noted. The pop-up lavatory stoppers will have to be revised to be vandal proof. The contractor and subcontractor have been renotifed of this.

The inspection reports by the State Plumbing Inspector and the State Boiler Inspector have yet to be received.

Semi-final Estimate to be submitted on May 11, 1970.

SIGNED Eugene H Ash LOCATION Coquille

Eugene H. Ash

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F216

RECEIVED
OCT 3 - 1969
FOR FILING

8-3340

7313

October 2, 1969

Ross Bros. Construction, Inc.
359 Apple Blossom Avenue, N.
Salem, Oregon 97303

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract No. 7313 for a utility building in the Humbug Mountain State Park in Curry County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]
Enclosure

cc: Federal Insurance Company
Curry-Kropp-Cates, Inc.

D. J. Barbee
F. D. Morgan
I. D. Merchant
David Talbot
C. T. Keasey
E. H. Ash

RECEIVED
OCT 24 1969

F.

8-3340
7313

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
September 23, 1969

SUBJECT: Humbug Mountain State Park
Contract No. 7313

To:

Mr. C. T. Kassey
Division III Engineer
Roseburg, OR 97470

We request that the septic tanks on the subject contract be changed to one 5,000 gallon tank.

Please proceed with a price agreement for this work.

Warren E. Gaskill, Assistant
State Parks Superintendent

WHG:al

cc: E. H. Ash
Resident Bridge Engineer
P. O. Box 716
Coquille, OR 97423

NOTED
LLOYD [illegible] SHAW

D?

FORM 2-30 90M 10-66

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 23, 1969

SUBJECT:

To: MEMO TO FILE

The following is a random list of items that I picked up on my recent Central and Eastern Oregon tour.

Scott Coulter reported that the Pilot Rock School Board has requested that it be allowed to purchase the old Pilot Rock maintenance station and had complained that it had heard nothing. What ho?

I believe that we should increase the minimum size of septic tanks at parks and waysides to 5,000 gallons. ✓

I note a 35-mile-per-hour speed limit on the Warm Springs Highway from the Deschutes River to a point westerly of the agency. While I understand that the Reservation Superintendent has requested this, it does not appear in keeping with our overall state policy, as the area is largely rural with little roadside development.

The paving project on the Warm Springs Highway in Wasco County is too short on the southerly end. When funds are available for coming overlays, this project should be carefully considered.

The speed limit in Rhododendron on the Mt. Hood Highway appears a bit low.

We have a fairly long run of 35-mile-per-hour speed zones on the Willamette Highway in Oakridge and Willamette City. This section has recently been improved to a four-lane standard and I believe another look is in order.

Forrest Cooper
State Highway Engineer

FC:fn
cc R. L. Porter
Tom Edwards
Lloyd P. Shaw ✓
F. B. Klaboe
Victor D. Wolfe

C

RECEIVED
SEP 18 1969

File No.

8-3340
7313

September 18, 1969

Ross Bros. Construction, Inc.
359 Apple Blossom Avenue, N.
Salem, Oregon 97303

Gentlemen:

Enclosed are three copies of Contract No. 7313 for $46,840 awarded to you by the State Highway Commission on September 17, 1969. This contract is for a utility building in Humbug Mountain State Park in Curry County.

Two of these copies should be signed on the contract and bond pages and returned to this office for completion. Please follow exactly the instructions given on the blue slip attached to the contract.

The third copy of the contract stamped "Advance Copy to be Retained by Contractor" is furnished for your information pending receipt of a fully executed copy.

The completion date on this contract is May 1, 1970.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cr
Enclosures

bc: F. D. Morgan
D. J. Barbee
I. D. Merchant
William Geibel (SAIF)
C. T. Kessey
E. H. Ash
David Talbot

RECEIVED
JUL 3 - 1969
FOR FILING

8-3340

7313

July 3, 1969

Oregon State Highway Commission

Gentlemen:

Your approval is requested of a state parks contract construction program for the 1969-1971 biennium. The projects listed below, if approved, would be placed under contract within the limits of the revised budget.

Park	County	Estimated Cost
Mary S. Young	Clackamas	$ 85,000
River front protection. Place heavy rock riprap in terraces to provide protection from erosion and construct a system of pedestrian ramps to the water's edge. (50 percent of cost to be paid by Mrs. Young.)		
Fort Stevens	Clatsop	$450,000
Roads and parking. About 3.8 miles of paved roadway from Battery Russell to approximately the south jetty of the Columbia River, including two parking areas adjacent to the foredune and a lower standard, hard-surface road from the jetty onto the sandspit lying northerly thereof.		
Tolovana	Clatsop	$ 25,000
Rest rooms. This will complete a beach access area which has been acquired, cleared, graded, and surfaced.		

Park	County	Estimated Cost	
Bullards Beach	Coos	$ 70,000	Pave tent loop and lighthouse road. The tent loops serve 62 new campsites which have been constructed and the roadways graded, but have not been surfaced. There will be 1.4 miles of paved roadway constructed from the camp area to the lighthouse and beach access parking area near the mouth of the Coquille River.
Humbug Mountain	Curry	$ 35,000	Utility building. This project will replace an existing old substandard building which is costly to maintain.
Harris Beach	Curry	$320,000*	Overnight camp. This project is contingent upon availability of a city sewer which is not yet constructed. Sixty-one new campsites will be brought up to full trailer standard, including one new utility building and a revised park entrance with a new registration booth.
Peter Skene Ogden	Deschutes	$ 25,000	Rest rooms. A well has been drilled, making a water supply available. This project will provide modern flush toilets and standard rest room building.
Collier	Klamath	$ 25,000	Rest rooms. Construction of a new building to replace an outdated one in the main day-use area.
Goose Lake	Lake	$ 25,000	Rest rooms. Construction of standard rest room facility to replace pit toilets which will serve both the picnic area and a small campground.

Park	County	Estimated Cost
J. M. Honeyman	Lane	$ 35,000
Bathhouse. This building will be located at a new picnic area being developed on Woahink Lake.		
South Newport	Lincoln	$ 25,000
Rest rooms. This project will be simple rest rooms at a newly developed beach access point.		
South Newport	Lincoln	$320,000*
Overnight camp. Construction of approximately 100 new campsites to full trailer standard and the necessary utility building.		
Rooster Rock	Multnomah	$ 90,000
River front protection. Construction of piling and planks to protect a badly eroded river front.		
* Alternate Projects		
	Total	$1,200,000

This matter will be on the agenda for the July 8 Commission meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
David G. Talbot
L. H. Young
V. E. Skoog

LPS:ajw sr

20-3351 Jessie M. Honeyman State Park, 1969
S. of Florence, Oregon Coast Hwy.
#7314

RECEIVED
DEC 31 1970

20-3351
7314

December 30, 1970

United Pacific Insurance Company
P. O. Box 1216
Tacoma, Washington 98401

Gentlemen:

On December 21, 1970, we wrote to you concerning release of final payment on Contract No. 7314 awarded to R. W. Eldridge, Inc., for work in Jessie M. Honeyman State Park in Lane County.

Final payment on this contract is $1,841.43 and the total contract amount is $37,662.64. No work was performed under force account.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fcm

cc R. W. Eldridge, Inc.
Route 3, Box 460
Sandy, Oregon 97055

Frank Morgan
Ivan Merchant
V. E. Shoog
  Attn: John Kerr
C. T. Keasey

RECEIVED
DEC 21 1970
FOR FILING

20-3351
7314

December 18, 1970

Oregon State Highway Commission

Gentlemen:

Work was completed March 14, 1970 on Contract No. 7314. The contract was with E. W. Eldridge, Inc., and was for a bathhouse on the Jesse M. Honeyman State Park Section in Lane County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective December 18, 1970 and that you concur in this procedure at the Commission meeting on January 5, 1971.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

R. L. Porter
State Highway Engineer

cc: Floyd Query
Tom Edwards
A. E. Johnson
Victor D. Wolfe
F. D. Morgan
I. D. Merchant
V. E. Skoog
L. H. Young
R. D. Asburry

VG:fw

RECEIVED
NOV 6 - 1970

20 - 3351
7314

November 5, 1970

Department of Justice
State Office Building
Portland, Oregon 97201

Attention: Miss Gayle Gemmell
Assistant Attorney General

Gentlemen:

Thank you for your letter of November 2, 1970, advising us that Lloyd R. Axe's claim for labor and services has now been satisfied in full.

Our records indicate this to be in reference to the E. W. Eldridge, Inc., Contract No. 7314 for a bathhouse in Jessie M. Honeyman State Park in Lane County.

This claim was for roofing the bathhouse in the State Park in the amount of $282.90 which was filed with the Secretary of State on April 10, 1970.

This information is being noted in our records and we will advise the surety and the principal contractor of the receipt of your letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc United Pacific Insurance Company
E. W. Eldridge, Inc.

Commission

CWH:fkn

NOTED ON CARD
11-5-70
fkn

LEE JOHNSON
ATTORNEY GENERAL

DIARMUID F. O'SCANNLAIN
DEPUTY ATTORNEY GENERAL

DEPARTMENT OF JUSTICE
STATE OFFICE BUILDING
PORTLAND, OREGON 97201
TELEPHONE: (503) 229-5725

PORTLAND OFFICE

JOHN W. OSBURN
CHIEF COUNSEL

H. J. BELTON HAMILTON LEONARD W. PEARLMAN
GEORGE S. WOODWORTH
ASSISTANT ATTORNEYS GENERAL AND COUNSEL

GAYLE GEMMELL VICTOR LEVY
CLAYTON R. HESS ALBERT L. MENASHE
KENNETH L. KLEINSMITH ALLEN G. OWEN
GERALD C. KNAPP ARNOLD B. SILVER
THOMAS H. TROTTA
ASSISTANT ATTORNEYS GENERAL

VIRGIL D. MILLS
REGISTRAR OF CHARITABLE TRUSTS

November 2, 1970

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Highway Building
Salem, Oregon 97310

Re: Claim of Lloyd R. Axe
P47-70

Dear Mr. Query:

As you will recall on approximately April 2, 1970 this office filed a Notice of Claim for Lloyd R. Axe for labor and services performed by him against the bond taken from E. W. Eldridge, Inc. as principal and United Pacific Insurance Co. as surety for work of construction of a backhouse and sewage system in Jesse M. Honeyman State Park, Lane County, Oregon. Please be advised that this claim has now been satisfied in full.

Very truly yours,

LEE JOHNSON
Attorney General

Gayle Gemmell
(Miss) Gayle Gemmell
Assistant Attorney General

GG:is

NOTED
FLOYD QUERY

RECEIVED
NOV 4 - 1970
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RECEIVED
SEP 1 - 1970
FORM 2-80-X (10-67)
FOR FILING

20-3351
7314

20-3352

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 31, 1970

To: Ivan D. Merchant
BRIDGE ENGINEER

SUBJECT: Subcontracts
Jessie M. Honeyman State Park
Contract 7314

Attached is a proposed Subcontract between E. W. Eldridge, Inc., prime contractor, and Ace Roofing Service, proposed subcontractor covering the roofing. This project has been completed so the proposed Subcontract is simply to document something that is already a fact. Your consent is recommended.

This is the third Subcontract on this project. It covers all of the subcontracting to which E. W. Eldridge, Inc. has so far admitted. There may have been other subcontracting. I would recommend that before the final retainage is released, that we insist upon a statement from E. W. Eldridge, Inc. assuring that there were ncother subcontracts.

By a copy of this letter H. H. Patterson is instructed to puruse obtaining such a statement. It is respectfully requested that arrangements be made so that the final retained percentage is not released until this statement is obtained. There is a good possibility that there were other subcontracts.

R. D. Asburry
REGIONAL ENGINEER

by

Gerald W. Wimer
REGIONAL CONSTRUCTION ENGINEER

GWW/cg

Attach.

cc: F. D. Morgan
H. H. Patterson
Floyd Query

20-3351

RECEIVED
AUG 17 1970

**OREGON STATE
HIGHWAY DEPARTMENT**

Newport, Oregon
10 Aug 70

20-3351
7314

Re: Honeyman State Park Bathhouse
Contract No. 7314

E. W. Eldridge, Inc.
Route 3, Box 468
Sandy, Oregon 97055

Gentlemen:

The two subcontracts submitted by you on July 16 have been received and forwarded for consideration. To date, however, no subcontract has been received covering the roofing as was indicated in your May 8 letter to Mr. Asburry. It further appears plausible that there might be other subcontracts on the job, such as for the electrical work, etc. If such is not the case, please so state. In addition to holding up the retainage on this contract, failing to comply could adversely affect the rating of your prequalification as a bidder on future highway contracts.

In any event, it will be necessary for you to submit a statement that all subcontracts have been submitted for approval, and that no further unapproved subcontracts exist on the job.

Please submit the data discussed above to this office so that further handling may be expedited and the remainder of your money may be released.

Very truly yours

H. H. Patterson

H. H. Patterson
Resident Engineer
P.O. Box 37, Newport

cc: R. D. Asburry ✓

Clc ✓

RECEIVED
DIVISION ENGINEER - Division No. 2
AUG 1 1970
ROUTING
ASBURRY ☑ WIMER ☐ BOYD ☐
CANFIELD ☐ ☐ ☐

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

cc Merchant & Morgan & Query

20-3351
7314

FORM E-1 (REV. 14-66)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Jesse M. Honeyman

WEEK ENDING: 10 Apr 70

SECTION PREFIX: 20-3351

HIGHWAY: State Park

COUNTY: Lane

NAME OF JOB: Honeyman Bathhouse

KIND OF WORK: Bathhouse

CONTRACTOR: E.W. Eldridge, Inc.

CONTRACT NUMBER: 7314

FEDERAL AID PROJECT NUMBER: State

DATE OF CONTRACT: 17 Sep 69

DATE WORK STARTED: 30 Sep 69

ESTIMATED COMPLETION DATE:

AVERAGE FORCE ON PROJECT FOR THE WEEK:

MEN: SUPERVISION:

SPECIFIED WORK DAYS:

WORK DAYS USED:

SPECIFIED CALENDAR DAYS:

CALENDAR DAYS USED:

SPECIFIED COMPLETION DATE: 31 Mar 70

PERCENT OF TIME ELAPSED:

PROJECT AUTHORIZATION: $ 42,168.63

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST:

EXCLUSIVE OF ENGINEERING: $ 38,485.78

ENGINEERING AUTHORIZATION: $ 3,682.85

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION:

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 39,662.64

ENGINEERING COST TO DATE: $ 4,370

DATE PROJECT WAS COMPLETED: 14 Mar 70

ESTIMATED PERCENT: OVERRUN ~~UNDERRUN~~ 3.1 %

PERCENT OF AUTHORIZATION: 110.4

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	Building	Sewage System

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.									
PERCENT									

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	Cause of Delay
SUNDAY				
MONDAY	showers			
TUESDAY	overcast			
WEDNESDAY	mostly fair			
THURSDAY	rain			
FRIDAY	clearing			
SATURDAY				

Routing
Morgan M
Decker
Bond
Walker
Boehme
Johnsen

RECEIVED
APR 14 1970
CONSTRUCTION DIVISION

Pease
Swan
Glenn
Litchfield
Gallagher
Stolz

RECEIVED
APR 13 1970
BRIDGE DIVISION

~~NOTED~~
R. D. CHURCH

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

5 Apr 70 SUNDAY	
6 MONDAY	
7 TUESDAY	
8 WEDNESDAY	
9 THURSDAY	
10 FRIDAY	
11 Apr 70 SATURDAY	

REMARKS

Two men worked in the office on the semi-final estimate.
Semi-final estimate was delivered to the Division office on Friday, 10 Apr 70.

THIS IS THE FINAL WEEKLY REPORT ON THIS PROJECT FROM THE FIELD OFFICE.

SIGNED H. V. Patterson LOCATION Newport

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F216

Files C

RECEIVED
APR 20 1970
FOR FILING

4497

FILED
APR 10
CLAY MYERS
SECRETARY OF STATE

APR 10 1 01 PM '70

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

2C-3351
7314

April 9, 1970

Bureau of Labor
1400 S. W. 5th Avenue
Portland, Oregon 97201

Attention: Miss Gayle Gemmell
Assistant Attorney General

Gentlemen:

This is to acknowledge receipt of your letter of April 2 and attached Notice of Claim of Lloyd R. Axe stating that R. W. Eldridge, Inc., owes him $202.50 for roofing on a bathhouse.

From the description given, this appears to be in connection with the R. W. Eldridge, Inc., Contract No. 7314 for construction of a bathhouse in Jessie M. Honeyman State Park in Lane County.

The United Pacific Insurance Company furnished the performance bond on this contract. We will advise them of the receipt of Mr. Lloyd R. Axe's claim and we will also forward it to the Secretary of State for filing.

Please advise this office when the claim has been satisfied.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
4-14-70 CR

cc R. W. Eldridge, Inc.
United Pacific Insurance Company

Hon. Clay Myers - Please acknowledge receipt of the attached claim on the enclosed copy of this letter. ✓

MAILED

RECEIVED
[illegible]

MAIN OFFICES
408 STATE OFFICE BLDG.
1400 S. W. 5TH AVENUE
PORTLAND, OREGON 97201
115 LABOR AND INDUSTRIES BLDG.
SALEM, OREGON 97310

STATE OF OREGON
BUREAU OF LABOR
N. G. NILSEN
COMMISSIONER

BRANCH OFFICES
301 STATE OFFICE BUILDING
EUGENE OREGON 97401
130 W. 6TH, SUITE 204
MEDFORD, OREGON 97501
ROOM 102, STATE OFFICE BLDG.
PENDLETON, OREGON 97801
69 E. CENTRAL AVE.
COOS BAY, OREGON 97420

Portland, Oregon 97201
April 2, 1970

Mr. Floyd Query
Oregon State Highway Commission
Highway Building
Salem, Oregon 97310

Dear Mr. Query:

Enclosed please find Notice of Claim as required by ORS 279.526 and ORS 279.528.

I will appreciate your forwarding the Notice to the Secretary of State for filing and taking what action is necessary to protect Mr. Axe's claim on the bond.

Your cooperation is greatly appreciated.

Very truly yours,

LEE JOHNSON, ATTORNEY GENERAL

BY Gayle Gemmell
(MISS) GAYLE GEMMELL, ASST. ATTY. GEN.
Assigned to Oregon Bureau of Labor

ENC:
GG:P

NOTICE OF CLAIM

TO: Oregon State Highway Department

Notice is hereby given that the undersigned N. O. Nilsen, assignee of Lloyd R. Axe, has a claim for labor and services performed by Lloyd R. Axe as a roofer in putting a roof on a bathhouse, in the sum of $202.50 against the bond taken from E. W. Eldridge, Inc., an Oregon Corporation, by and through its corporate officials, as principal and United Pacific Insurance Co., as surety for the work of construction of a Bathhouse and Sewage System in Jessie M. Honeyman State Park, Lane County, Oregon.

N O Nilsen

N. O. Nilsen, Commissioner of
the Oregon Bureau of Labor,
Assignee of Lloyd R. Axe

Cer

NOTED
FLOYD QUERY

RECEIVED
APR 7 1970
OREGON
STATE HIGHWAY COMMISSION

MAIN OFFICES
408 STATE OFFICE BLDG.
1400 S. W. 5TH AVENUE
PORTLAND, OREGON 97201
115 LABOR AND INDUSTRIES BLDG.
SALEM, OREGON 97310

STATE OF OREGON
BUREAU OF LABOR
N. O. NILSEN
COMMISSIONER

BRANCH OFFICES
301 STATE OFFICE BUILDING
EUGENE OREGON 97401
130 W. 6TH, SUITE 204
MEDFORD, OREGON 97501
ROOM 102, STATE OFFICE BLDG.
PENDLETON, OREGON 97801
66 E. CENTRAL AVE.
COOS BAY, OREGON 97420

February 5, 1970

Portland, Oregon 97201

Mr. Floyd Query, Secretary
Oregon State Highway Division
Highway Building
Salem, Oregon 97310

Dear Mr. Query:

Enclosed please find Affidavit which is being provided to you pursuant to ORS 279.512 and 279.514 for the purpose of making application to you for certified copies of the contract and bond described in the Affidavit. I am not aware of the contract number and feel it is necessary that I have copies of the documents applied for in order to prepare and file the notice of claim as required by ORS 279.526 and ORS 279.528.

Very truly yours,

LEE JOHNSON, ATTORNEY GENERAL

BY Gayle Gemmell
(MISS) GAYLE GEMMELL
Assistant Attorney General
Assigned to the Bureau of Labor

GG:sh

Enclosure

RECEIVED
FEB 9 1970
OREGON
STATE HIGHWAY COMMISSION

AFFIDAVIT

I, N. O. Nilsen, Commissioner of the Oregon Bureau of Labor, being first duly sworn on oath, depose and say:

That Lloyd R. Axe supplied work, labor and services for the prosecution of the work provided for in the contract entered into between the State Highway Department and one Leon McGuire for a State Highway project in Honeyman Park, Lane County, Oregon.

That Lloyd R. Axe supplied said labor and has not been paid therefor.

That Lloyd R. Axe has assigned his claim for unpaid wages to N. O. Nilsen, Commissioner of the Oregon Bureau of Labor.

That this Affidavit is filed pursuant to ORS 279.512 and 279.514, and for the purpose of application which is hereby made to be provided with a certified copy of the contract and bond covering the above referred to State Highway project.

Dated this 5 day of February, 1970.

N O Nilsen
N. O. NILSEN, Commissioner of the
Oregon Bureau of Labor, Assignee of
Lloyd R. Axe

Subscribed and sworn to before me this 5 day of February, 1970.

Marguerite Penegar
NOTARY PUBLIC FOR OREGON
My Commission expires: Jan. 30, 1971

RECEIVED
FEB 9 1970
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 2 - 1969
FOR FILING

20-3351
7314

October 1, 1969

E. W. Eldridge, Inc.
Route 3, Box 466
Sandy, Oregon 97055

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract No. 7314 for a bathhouse in the Jessie M. Honeyman State Park in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

mr

Enclosure

cc: United Pacific Insurance Company, Portland and Tacoma
F. D. Morgan
I. D. Merchant
D. J. Barbee
R. D. Asburry
H. E. Patterson
David Talbot

RECEIVED
OCT 2 1969

FOR FILING

20-3351

7314

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
September 25, 1969

SUBJECT:
Jessie M. Honeyman State Park
Contract No. 7314
South Newport State Park
Contract No. 7315

To:

Mr. R. D. Asburry
Division II Engineer
East Salem Highway Building

We request that the following revisions be made on the subject contracts:

Jessie M. Honeyman State Park

Construct one 5,000-gallon septic tank
Install vent at disposal field
Deepen disposal field., enlarge disposal field

South Newport State Park

Enlarge septic tank to 5,000 gallons.

Please proceed with price agreements for this work.

Warren H. Gaskill, Assistant
Assistant Parks Superintendent

WHG:al

cc: Mr. H. H. Patterson
Resident Engineer
P. O. Box 37
Newport, OR 97365

RECEIVED
SEP 18 1969
FOR FILING

20-335
7314

September 18, 1969

E. W. Eldridge, Inc.
Route 3, Box 468
Sandy, Oregon 97055

Gentlemen:

Enclosed are three copies of Contract No. 7314 for $36,828.50 awarded to you by the State Highway Commission on September 17, 1969. This contract is for a bathhouse in the Jessie M. Honeyman State Park in Lane County.

Two of these copies should be signed on the contract and bond pages and returned to this office for completion. Please follow exactly the instructions given on the blue slip attached to the contract.

The third copy of the contract stamped "Advance Copy to be Retained by Contractor" is furnished for your information pending receipt of a fully executed copy.

The completion date on this contract is March 31, 1970.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

kr
Enclosures

bc: F. D. Morgan
D. J. Barbee
I. D. Merchant
William Geibel (SAIF)
R. D. Asburry
H. M. Patterson
David Talbot

RECEIVED
JUL 8 - 1969
FOR FILING

20 - 3351

7314

July 3, 1969

Oregon State Highway Commission

Gentlemen:

Your approval is requested of a state parks contract construction program for the 1969-1971 biennium. The projects listed below, if approved, would be placed under contract within the limits of the revised budget.

Park	County	Estimated Cost
Mary S. Young	Clackamas	$ 85,000
River front protection. Place heavy rock riprap in terraces to provide protection from erosion and construct a system of pedestrian ramps to the water's edge. (50 percent of cost to be paid by Mrs. Young.)		
Fort Stevens	Clatsop	$450,000
Roads and parking. About 3.8 miles of paved roadway from Battery Russell to approximately the south jetty of the Columbia River, including two parking areas adjacent to the foredune and a lower standard, hard-surface road from the jetty onto the sandspit lying northerly thereof.		
Tolovana	Clatsop	$ 25,000
Rest rooms. This will complete a beach access area which has been acquired, cleared, graded, and surfaced.		

Park	County	Estimated Cost
Bullards Beach	Coos	$ 70,000
Pave tent loop and lighthouse road. The tent loops serve 62 new campsites which have been constructed and the roadways graded, but have not been surfaced. There will be 1.4 miles of paved roadway constructed from the camp area to the lighthouse and beach access parking area near the mouth of the Coquille River.		
Humbug Mountain	Curry	$ 35,000
Utility building. This project will replace an existing old substandard building which is costly to maintain.		
Harris Beach	Curry	$320,000*
Overnight camp. This project is contingent upon availability of a city sewer which is not yet constructed. Sixty-one new campsites will be brought up to full trailer standard, including one new utility building and a revised park entrance with a new registration booth.		
Peter Skene Ogden	Deschutes	$ 25,000
Rest rooms. A well has been drilled, making a water supply available. This project will provide modern flush toilets and standard rest room building.		
Collier	Klamath	$ 25,000
Rest rooms. Construction of a new building to replace an outdated one in the main day-use area.		
Goose Lake	Lake	$ 25,000
Rest rooms. Construction of standard rest room facility to replace pit toilets which will serve both the picnic area and a small campground.		

Park	County	Estimated Cost
J. M. Honeyman	Lane	$ 35,000
* Bathhouse. This building will be located at a new picnic area being developed on Woahink Lake.		
South Newport	Lincoln	$ 25,000
Rest rooms. This project will be simple rest rooms at a newly developed beach access point.		
South Newport	Lincoln	$320,000*
Overnight camp. Construction of approximately 100 new campsites to full trailer standard and the necessary utility building.		
Rooster Rock	Multnomah	$ 90,000
River front protection. Construction of piling and planks to protect a badly eroded river front.		
* Alternate Projects		
	Total	$1,200,000

This matter will be on the agenda for the July 8 Commission meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
David G. Talbot
L. H. Young
V. E. Skoog

LPS:ajw sr

21-3369 South Newport State Park at 1969
south end of Yaquina Bay Bridge,
#7315 Oregon Coast Hwy.

RECEIVED
NOV 20 1970
[illegible]

21-2367

7315

November 19, 1970

Federal Insurance Co.
417 Norton Building
Seattle, Washington 98104

Gentlemen:

On November 16, 1970, we wrote to you concerning release of final payment on Contract No. 7315 awarded to [illegible] Bros. Construction, Inc., for work in South Newport State Park in Lincoln County.

Final payment on this contract is $1,898.10 and the total contract amount is $28,363. No work was performed under force account.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fsm

cc Rowe Bros. Construction, Inc.
399 Apple Blossom Ave., N.
Salem, Oregon 97303

Curry-Kropp-Oates, Inc.
1390 Capitol St., N.
Salem, Oregon 97303

Frank Morgan
Ivan Merchant
R. D. Ashbury
V. E. Skoog
Attn: John Kerr

RECEIVED
NOV 16 1970

21-3369
7315

November 16, 1970

Oregon State Highway Commission

Gentlemen:

Work was completed July 30, 1970 on Contract No. 7315. The contract was with Ross Bros. Construction, Inc., and was for a toilet building on the South Newport State Park Section in Lincoln County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective November 16, 1970 and that you concur in this procedure at the Commission meeting on November 24, 1970.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

R. L. Porter
State Highway Engineer

cc: Floyd Query
Tom Edwards
A. E. Johnson
Victor D. Wolfe
F. D. Morgan
I. D. Merchant
V. E. Skoog
L. H. Young
R. D. Asburry

VG:fw

RECEIVED
NOV 12 1970

FOR FILING

21-3369
7315

October 8, 1970

Ross Bros. Construction, Inc.
359 Apple Blossom Ave.
Salem, Oregon 97303

Gentlemen:

The State Highway Commission at its meeting on September 30, 1970, granted your request that the date of completion be advanced to July 30, 1970, without assessment of liquidated damages, on Contract No. 7315 for work on the South Newport Park.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

dr

bc F. D. Morgan
V. E. Skoog
R. D. Asburry
H. H. Patterson

RECEIVED
SEP 4 1970
FOR FILING

21-3369
7315

September 4, 1970

Oregon State Highway Commission

Request for Extension of Time
No. 5
September 29, 1970 Meeting

Gentlemen:

Ross Brothers Construction, Inc., contractor for the construction of toilet facilities at the South Newport State Park in Lincoln County, Contract 7315, has requested that the date of completion be advanced from the specified date of May 1, 1970 to the actual date of completion of July 30, 1970 without the assessment of liquidated damages. The contractor contends that delay in delivery of toilet stall partitions ordered to replace like materials that were damaged in shipment prevented him from completing the work within the time allotted. The delay was due to the recent strike in the trucking industry.

The contract work was essentially complete April 28, 1970, three days prior to the specified completion date. The only work remaining on that date consisted of replacement of the damaged partitions. The partitions were delivered and installed July 30, 1970, completing all work on the contract. A stop work order was issued April 28, 1970 and rescinded July 29, 1970.

On May 9, 1970 vandalism by parties still unknown did an estimated $200 in damage to the building. The contractor repaired the damage during the period May 14 to June 5, 1970. Time is not charged during this period as the act of vandalism is considered an extenuating circumstance beyond the control of the contractor as he had taken reasonable precautions to protect the work during the shutdown period.

The facility was opened to public use June 8, 1970.

Due to conditions beyond the control of the contractor I recommend that the completion date for the contract be advanced to July 30, 1970 without assessment of liquidated damages. This waives all liquidated damages.

This matter will be on the agenda for your consideration at the September 29 meeting.

Very truly yours,

R. L. Porter
State Highway Engineer

bc Floyd Query
Tom Edwards
A. E. Johnson
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
V. E. Skoog
R. D. Asburry

CAG:ag mc

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request for Increase in Number of Workdays to Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 7315 Contractor Ross Bros. Construction Co.

Highway ——

Section South Newport State Park

Kind of Work Toilet Building

It is recommended that the request for increase in the number of workdays within which to complete said contract be GRANTED. The reasons for such recommendation are as follows: [illegible] through July 30, 1970.

A suspension of work order was in effect from April 28, 1970 to July 30, 1970. This more than covers the recommended extension to the actual completion date.

Recommended for Approval:

Asst. Regional Engineer

Ivan V. Merchant
~~Construction Engineer or~~
Bridge Engineer

RECEIVED
AUG 24 1970
BRIDGE DIVISION

R. E. Johnson
State Highway Engineer

Contract No.	7315
Project designation (State-Federal)	State
Date awarded	September 17, 1969
Work started	November 5, 1969
Per cent completed	100 as of July 30, 1970 (Date)
No. of Workdays Allowed	to May 1, 1970
No. of Workdays Used	to July 30, 1970
No. of Added Workdays Requested	to July 31, 1970

[illegible]

H-360 (Rev.)—5M—6-64

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon 97310

Date August 11, 1970

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 5-1-70 days to 7-31-70 days, within which to complete our Contract No. 7315, without the assessment of liquidated damages. The said contract is described as follows:
Toilet Building, South Newport State Park, Lincoln County, Oregon.

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

1. Metal toilet partitions were damaged by the Freight Company while in transit. Replacement panels were ordered 3-19-70 and were scheduled for delivery by 4-30-70, however the order was caught in the Chicago Wildcat Truck strike and we were unable to get delivery until 7-29-70.

Respectfully submitted,

ROSS BROS. CONSTRUCTION, INC.
Contractor

By G. G. Lundmark - vice-pres

CONSENT OF SURETY

Date August 11, 1970

We, FEDERAL INSURANCE COMPANY, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Paige Tongue
Attorney-in-fact Paige S. Tongue
CURRY-KROPP-GATES, INC.

(SEAL)

Paige Tongue
Resident Agent

21-3369
7315

FORM E-1 (REV. 10-69)

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: South Newport
WEEK ENDING: 8 Aug 70
SECTION PREFIX: 21-3369
HIGHWAY: - - -
COUNTY: Lincoln
NAME OF JOB: South Newport
KIND OF WORK: Toilet Building
CONTRACTOR: Ross Bros. Construction Co.
CONTRACT NUMBER: 7315
FEDERAL AID PROJECT NUMBER: State
DATE OF CONTRACT: 17 Sep 69
DATE WORK STARTED: 5 Nov 69
ESTIMATED COMPLETION DATE:
AVERAGE FORCE ON PROJECT FOR THE WEEK: 0
MEN:
SUPERVISION:
SPECIFIED WORK DAYS:
WORK DAYS USED:
SPECIFIED CALENDAR DAYS:
CALENDAR DAYS USED:
SPECIFIED COMPLETION DATE: 1 May 70
PERCENT OF TIME ELAPSED: 133
PROJECT AUTHORIZATION: $ 29,163.15
EXCLUSIVE OF ENGINEERING: $ 26,616.15
ENGINEERING AUTHORIZATION: $ 2,547.00
PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 28,363.00
ENGINEERING COST TO DATE: $ 2,789.15
PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 107
ESTIMATED PERCENT: OVERRUN / UNDERRUN 7 %
PERCENT OF AUTHORIZATION: 110 %
DATE PROJECT WAS COMPLETED: 30 Jul 70

ESTIMATED PERCENT COMPLETE (ROADWORK)

S.F. Est. submitted 6 Aug.

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	Fair			
MONDAY	Overcast			
TUESDAY	Scat. Clouds			
WEDNESDAY	Fair			
THURSDAY	Scat. Clouds			
FRIDAY	Fair			
SATURDAY	Fair			BEN GIFFORD NOTED R. D. CHURCH

Routing
Morgan M
Decker
Bond B
Walker
Boehme
Johnsen
Pease E
Swan
Glenn
Litchfield
Gallagher
Stein

RECEIVED
AUG 11 1970
CONSTRUCTION DIVISION

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY 6 Aug 70	Semi-final estimate was delivered to the Regional office.
FRIDAY	
SATURDAY	

REMARKS

Informed the contractor's office on Thursday that a request for time extension is required even though the job was under a Stop Work Order during the entire period of the overrun of the time. Mailed him a set of forms on Friday, and expect to receive the request next week.

THIS IS THE FINAL WEEKLY REPORT ON THIS PROJECT.

SIGNED H. H. Patterson LOCATION Newport 97365

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP*F216

RECEIVED
JUN 22 1970
FOR FILING

SAHLSTROM & STARR
ATTORNEYS AT LAW
140 SOUTH PARK
EUGENE, OREGON 97401

E. B. SAHLSTROM
J. MICHAEL STARR
DAVID A. VINSON
LAWRENCE F. COOLEY

TELEPHONE
345-0193

21-3369

7315

June 9, 1970

#7336

#7313 & #7315

Oregon State Highway Commission
Highway Building
Salem, Oregon

ATTENTION: Floyd Query, Secretary

Re: Ed Sherwood - Ross Bros. Construction, Inc.

Dear Mr. Query:

Obviously, from the accounting which is contained in our letter to attorney Michael O. Whitty, it is clear that no sums are owed whatsoever by our client, Ross Bros. Construction, Inc., to this subcontractor. As you can see from the accounting, this subcontractor is, in fact, indebted to our client in the sum of $311.82.

We deny the allegations made in the Affidavit filed with you by Ed Sherwood in their entirety.

Very truly yours,

SAHLSTROM & STARR

E. B. Sahlstrom

EBS:mjr

Enc.

NOTED
FLOYD QUERY

RECEIVED
JUN 10 1970
OREGON
STATE HIGHWAY COMMISSION

Cc

SAHLSTROM & STARR
ATTORNEYS AT LAW
140 SOUTH PARK
EUGENE, OREGON 97401

E. B. SAHLSTROM
J. MICHAEL STARR
DAVID A. VINSON
LAWRENCE F. COOLEY

TELEPHONE
345-0193

June 8, 1970

Michael O. Whitty
Seaman & Whitty
Attorneys at Law
P. O. Box 295
Coos Bay, Oregon 97420

Re: Ed Sherwood - Ross Bros. Construction, Inc.
Contracts #7313, #7315 and 7336

Dear Mr. Whitty:

According to our computation, your client owes Ross Bros. Construction, Inc., the sum of $311.82 on the above contracts. We compute this as follows:

Contract #7336:

Your client subcontracted for the painting work for $2,489.00 but failed to do the work. Our client was required to pay $3,635.00 to have the work completed, and thus is entitled to recover the sum of $1,146.00 from your client.

Contracts #7313 and 7315:

Our client owes your client $834.18 on these contracts.

We hereby demand that your client pay the sum of $311.82 to Ross Bros. Construction, Inc., within ten (10) days of this date.

Very truly yours,

SAHLSTROM & STARR

E. B. Sahlstrom

EBS:mjr

cc/ Oregon State Highway Division
Salem, Oregon

RECEIVED
JUN 1 - 1970

c

4518

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

21-3369
7315

May 27, 1970

Sorman & Whitty
Attorneys at Law
P. O. Box 295
Coos Bay, Oregon 97420

Attention: Michael O. Whitty

Gentlemen:

This is to acknowledge receipt of your letter of May 15 and attached Affidavit of your client, Mr. Ed Sherwood, stating that Ross Bros. Construction, Inc., owes him for labor and material in the amount of $3,323.18. This appears to be in connection with the following Ross Bros. Construction, Inc., contracts:

Contract No. 7313 for a utility building in the Humbug Mountain State Park in Curry County.

Contract No. 7315 for a toilet building in the South Newport State Park in Lincoln County.

Contract No. 7336 for park facilities in the Nehalem Bay State Park in Tillamook County.

The Federal Insurance Company through Curry-Kropp-Cates, Inc., 1390 Capitol Street, N., Salem, furnished the performance bond on each of these contracts. We will advise them of the receipt of your letter and Mr. Sherwood's affidavit and we will also forward them to the Secretary of State for filing.

NOTED ON CARD
6-1-70 a.

Please notify us when your client's claim has been paid.

Very truly yours

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc Federal Insurance Co.
Curry-Kropp-Cates, Inc.
Ross Bros. Construction, Inc.
bc Commission
Secretary of State - Please acknowledge receipt of this claim on the enclosed copy of this letter.

RECEIVED
MAY 29 1970
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 20 1970

FOR FILING
21-3367

7315

May 20, 1970

Seaman & Whitty
Attorneys at Law
P. O. Box 295
Coos Bay, Oregon 97420

Attention: Michael O. Whitty

Gentlemen:

Attached is a certified copy of Contract No. 7336 awarded to Ross Bros. Construction, Inc., for work in Nehalem Bay State Park.

The general provisions are the same for all three contracts that you mentioned - 7313, 7315, and 7336; and the bonding company is the same for all of them. The work to be performed, of course, would differ with each contract.

As we had an extra copy of this contract, no charge is made for it. However, if it is necessary to reproduce a contract we do charge ten cents per sheet.

Following our normal procedure, we will use the affidavit attached to your letter and signed by Mr. Sherwood as a notice of claim against these contracts. We will advise the surety and the contractor of the receipt of the claim and file it with the Secretary of State.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:cr
Attachment

bc: C. W. Head

SEAMAN & WHITTY
ATTORNEYS AT LAW
210 FITZPATRICK BUILDING   MAIL: P. O. BOX 295
COOS BAY, OREGON 97420

WESLEY A. SEAMAN
MICHAEL O. WHITTY

TELEPHONE 503/267-3130

May 15, 1970

Routing
Morgan
Decker
Bond
Walker
Lochms
Johnson

RECEIVED
MAY 20 1970
CONSTRUCTION
DIVISION

Peace
Swan
Glenn
Litchfield
Gallagher
Stein

Construction Engineer
State Highway Building
Salem, Oregon 97310

Dear Sir:

I represent Ed Sherwood who's Affidavit is enclosed. I request that you supply me with a certified copy of State Highway Contracts Nos. 7336, 7315 and 7313, and also a copy of the Bonds on those Contracts.

These three Contracts concern the construction of buildings for park facilities. If the terms of the Contracts are in essence identical with the exception of the description of the particular job to be performed, you need send only one copy of Contract of No. 7336 and the Bond for that Contract. If, however, the terms of the Contracts are different or the surety on the Bonds is different, I will need copies of each Contract.

Very truly yours,

SEAMAN & WHITTY

Michael O. Whitty

Michael O. Whitty

MOW/d
Enc.

Carol -
please prepare a copy
of Contract 7336
76

STATE OF OREGON)
) ss.
County of Coos)

AFFIDAVIT

I, ED SHERWOOD, being first duly sworn, depose and say: That I have subcontracted with Ross Brothers Construction Inc. to perform painting and supply the materials therefore under State Highway Contracts Nos. 7315, 7313 and 7336. I have supplied the labor and material for the prosecution of the work as described in the Contracts. There is due and owing me on these Contracts a total sum of $3,323.18.

Ed Sherwood
Ed Sherwood

Subscribed and sworn to before me this 18th day of May, 1970.

Mike O. Whitty
Michael O. Whitty
Notary Public for Oregon
My Commission Expires: June 26, 1973.

(Notarial Seal)

RECEIVED
OCT 3 - 1969
FOR FILING

21-3369
7315

October 2, 1969

Ross Bros. Construction, Inc.
359 Apple Blossom Avenue, N.
Salem, Oregon 97303

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract No. 7315 for a toilet building in South Newport State Park in Lincoln County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cw

Enclosure

cc: Federal Insurance Company
Curry-Kropp-Cates, Inc.
D. J. Barbee
F. D. Morgan
I. D. Merchant
David Talbot
R. D. Asburry
H. H. Patterson

RECEIVED
OCT 2 1969
FOR FILING

21-3369

7315

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
September 25, 1969

To:

SUBJECT: Jessie M. Honeyman State Park
Contract No. 7314
South Newport State Park
Contract No. 7315

Mr. R. D. Asburry
Division II Engineer
East Salem Highway Building

We request that the following revisions be made on the subject contracts:

Jessie M. Honeyman State Park

Construct one 5,000-gallon septic tank
Install vent at disposal field
Deepen disposal field., enlarge disposal field

South Newport State Park

Enlarge septic tank to 5,000 gallons.

Please proceed with price agreements for this work.

Warren H. Gaskill, Assistant
Assistant Parks Superintendent

WHG:al

cc: Mr. H. H. Patterson
Resident Engineer
P. O. Box 37
Newport, OR 97365

RECEIVED
SEP 18 1969
FOR FILE

21-3369

7315

September 18, 1969

Hess Bros. Construction, Inc.
359 Apple Blossom Avenue, N.
Salem, Oregon 97303

Gentlemen:

Enclosed are three copies of Contract No. 7315 for $25,470 awarded to you by the State Highway Commission on September 17, 1969. This contract is for a toilet building in the South Newport State Park in Lincoln County.

Two of these copies should be signed on the contract and bond pages and returned to this office for completion. Please follow exactly the instructions given on the blue slip attached to the contract.

The third copy of the contract stamped "Advance Copy to be Retained by Contractor" is furnished for your information pending receipt of a fully executed copy.

The completion date on this contract is May 1, 1970.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cr
Enclosures

bc: F. D. Morgan
D. J. Barbee
I. D. Merchant
William Geibel (SAIF)
R. D. Asburry
H. M. Patterson
David Talbot

RECEIVED
JUL 8 - 1969
FOR FILING

21-3369
7315

July 3, 1969

Oregon State Highway Commission

Gentlemen:

Your approval is requested of a state parks contract construction program for the 1969-1971 biennium. The projects listed below, if approved, would be placed under contract within the limits of the revised budget.

Park	County	Estimated Cost
Mary S. Young	Clackamas	$ 85,000

River front protection. Place heavy rock riprap in terraces to provide protection from erosion and construct a system of pedestrian ramps to the water's edge. (50 percent of cost to be paid by Mrs. Young.)

Fort Stevens	Clatsop	$450,000

Roads and parking. About 3.8 miles of paved roadway from Battery Russell to approximately the south jetty of the Columbia River, including two parking areas adjacent to the foredune and a lower standard, hard-surface road from the jetty onto the sandspit lying northerly thereof.

Tolovana	Clatsop	$ 25,000

Rest rooms. This will complete a beach access area which has been acquired, cleared, graded, and surfaced.

Park	County	Estimated Cost
Bullards Beach	Coos	$ 70,000

Pave tent loop and lighthouse road. The tent loops serve 62 new campsites which have been constructed and the roadways graded, but have not been surfaced. There will be 1.4 miles of paved roadway constructed from the camp area to the lighthouse and beach access parking area near the mouth of the Coquille River.

Humbug Mountain	Curry	$ 35,000

Utility building. This project will replace an existing old substandard building which is costly to maintain.

Harris Beach	Curry	$320,000*

Overnight camp. This project is contingent upon availability of a city sewer which is not yet constructed. Sixty-one new campsites will be brought up to full trailer standard, including one new utility building and a revised park entrance with a new registration booth.

Peter Skene Ogden	Deschutes	$ 25,000

Rest rooms. A well has been drilled, making a water supply available. This project will provide modern flush toilets and standard rest room building.

Collier	Klamath	$ 25,000

Rest rooms. Construction of a new building to replace an outdated one in the main day-use area.

Goose Lake	Lake	$ 25,000

Rest rooms. Construction of standard rest room facility to replace pit toilets which will serve both the picnic area and a small campground.

Park	County	Estimated Cost
J. M. Honeyman	Lane	$ 35,000
Bathhouse. This building will be located at a new picnic area being developed on Woahink Lake.		
South Newport	Lincoln	$ 25,000
Rest rooms. This project will be simple rest rooms at a newly developed beach access point.		
South Newport	Lincoln	$320,000*
Overnight camp. Construction of approximately 100 new campsites to full trailer standard and the necessary utility building.		
Rooster Rock	Multnomah	$ 90,000
River front protection. Construction of piling and planks to protect a badly eroded river front.		
* Alternate Projects		
	Total	$1,200,000

This matter will be on the agenda for the July 8 Commission meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
David G. Talbot
L. H. Young
V. E. Skoog

LPS:ajw sr

S-569(1) Silver Creek (Silverton) Bridge 1969
on FAS-130 in city of Silverton
#7316

OCIA 33794

OREGON STATE
HIGHWAY DEPARTMENT
FORM A-190 (3-66)

HIGHWAY DEPARTMENT INVOICE

NO. [illegible]07560

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
11-10-71	CC 17[illegible]		[illegible]4-107[illegible]-[illegible]7

Contract 7316
S-569(1)

Marion County
Board of Commissioners
Courthouse
Salem, Oregon 97301

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT
SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Attention: John Anderson, Director of Public Works			
Final Billing: Silver Creek (Silverton) Bridge Section, FAS 130. Covered by agreement dated June 8, 1967.			
County advance deposit		19,300.00	
Amount previously transferred		14,300.00	
			5,000.00
County share of construction costs		17,085.99	
Amount previously transferred		14,300.00	
			2,785.99
To be refunded			2,214.01

RECEIVED
COUNTY & CITY SECTION
NOV 11 1971
☑ ENGR. ☑ COOR. ☑ CE ☑ AE ☑ UE
☑ APE ☑ CE ☒ RE ☒ APE ☐

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $________________

By________________________________

STATE COPY

Monthly transaction number 8-90	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION Bureau of Public Roads	State Oregon
Project report number 8	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Marion
Modification number 1	(PPM 21-7) 8-25-71	Project number S-569 (1)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on October 8, 1969, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 92,744.00	$ 93,037.44
Federal funds	$ 58,900.00	$ 59,125.29
Other revisions		

This modification is made for the following reasons:

Based on Final Voucher

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 25th day of August, 1971.

Oregon State Highway Division
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By ______

______
(Title)

By ______

______
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

By L.R. Backlund
for (Division Engineer)

Form PR-2A (Rev. 4-70) Existing stocks of Form PR-2A (Rev. 10-68) will be used.

C

STATE COPY

Form Approved; Budget Bureau No. 04-R2089.1

MONTHLY TRANSACTION NO. 10-5	FORM PR-2 (REV. 5-69) U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION BUREAU OF PUBLIC ROADS	STATE Oregon
	FEDERAL-AID PROJECT AGREEMENT	COUNTY Marion
PROJECT REPORT NO. 4	*(PPM 21-7)* 10-8-69	PROJECT NO. S-569(1)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Silver Creek (Silverton) Bridge Section

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		▨
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		▨
CONSTRUCTION	8-6-69	0.015
OTHER *(Specify)*		

FUNDS Pro rata 63.54%

ESTIMATED TOTAL COST OF PROJECT $ $92,744	FEDERAL FUNDS $ $58,900.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Department)

By ____________________

Assistant State Highway Engineer
(Title)

By ____________________

____
(Title)

By ____________________

____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
Federal Highway Administration
Bureau of Public Roads

By G L Green
(Division Engineer)

For: R. E. Simpson

Date executed by Division Engineer October 8, 1969

EXISTING STOCKS OF PR-2 (REV. 3-68) WILL BE USED

Federal-Aid
Project No. S-569(1)

Oregon State Highway Division

SILVER CREEK (SILVERTON) BRIDGE SECTION

FAS 130 IN MARION COUNTY

Project agreement estimate.

Salem, Oregon, September 23, 1969

Type Code X081
Bridge No. 9765 (Sta. 14+02.5 to Sta. 14+79.5)(Contract No. 7316)

Shoring, Cribbing, Etc.	All Required		$ 6,500.00
Structural Excavation	600 cu.yd.	$ 5.00	3,000.00
Structural Excavation Below Elevation Shown	40 cu.yd.	4.00	160.00
Class "A" Concrete (248 cu.yd.)	All Required		19,200.00
3' x 75'/80' Prestressed Box Beam	2 only	2,930.00	5,860.00
4' x 75'/80' Prestressed Box Beam	12 only	2,930.00	35,160.00
Reinforcement (31,300 lbs.)	All Required		5,550.00
Two Tube Metal Railing	78 lin.ft.	21.50	1,677.00
Three Tube Metal Railing	78 lin.ft.	37.00	2,886.00
Loose Riprap	220 cu.yd.	6.00	1,320.00
			$81,313.00
Railroad Protective Cost	All Required		3,000.00
	Subtotal		$84,313.00
	10% Engr. & Cont.		8,431.00
	Total		$92,744.00

Length of Structure - - - - 0.015 Mile

Federal Funds -	$58,900.00
State Funds -	16,922.00
County Funds- -	16,922.00
Total	$92,744.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

G-1-100%

Prefix: 524-1076

FAS 130
Marion Co

September 17, 1970

Mr. Theodore Kuenzi
Asst. Director of Public Works
Courthouse
Salem, Oregon 97301

Subject: Silver Creek(Silverton) Bridge
Marion County FAS130
Contract #7316
Prefix 524-1076

Dear Mr. Kuenzi:

This office has just received a communication from Mr. R. E. Simpson, District Engineer of the Federal Highway Administration concerning the subject project part of which states as follows:

> During a recent inspection of the above project site the roadway approaches were found to be lacking the proper pavement markings and safety guardrail. There was evident need of both items, especially guardrail, in the vicinity of the subject project.
>
> Although the contract was accepted at the time of completion, final acceptance of the project will be withheld until such time as the roadway approaches are in accordance with the approved Secondary road standards.

Would appreciate if the work mentioned in this letter would be completed so that we can receive final acceptance from the Federal Highway Administration

The pavement markings, I believe, refer to lineal striping. As for the guardrail, I believe this refers to guardrail at the end of the bridge to safeguard the ends of the ~~curve~~ curb and handrail.

Attached for your information is standard drawing #2094A which shows standard guardrail installations at such locations.

If you have questions regarding this, please feel free to contact this office regarding them.

Very truly yours,

R. D. Asburry
REGIONAL ENGINEER

NOTED
GEO. H. HOPKINS

RECEIVED
COUNTY & CITY SECTION
APR - 5 1971
☑ ENGR. ☑ C.ENGR. ☐ LE ☐ AE ☐ UE
☐ DPE ☐ OE ☑ RE ☐ DPE ☐

RDA/sr
Attach.
cc: F. D. Morgan

RECEIVED
SEP 11 1970
FOR FILE

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

S-569(1)
7316

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

DATE: September 1, 1970

In reply refer to: 08-35-DB

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project S-569(-)
Silver Creek (Silverton) Bridge
Final Project Acceptance

Johnson
Pls. follow this up.

Reference is made to Mr. F. D. Morgan's August 5 letter requesting final acceptance of the subject project.

During a recent inspection of the above project site the roadway approaches were found to be lacking the proper pavement markings and safety guardrail. There was evident need of both items, especially guardrail, in the vicinity of the subject project.

Although the contract was accepted at the time of completion, final acceptance of the project will be withheld until such time as the roadway approaches are in accordance with the approved Secondary road standards.

9-10-70
orig to Morgan
With state "Please have painted up — if necessary contact maintenance." A.E.J.

RECEIVED
SEP 2 1970
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

NOTED
A. E. JOHNSON

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUN 1 1970
FOR FILING

S-569(1)

7316

June 1, 1970

Oregon State Highway Commission

Gentlemen:

Work was completed April 17, 1970, on Contract No. 7316. The contract was with Ross Bros. Construction, Inc., and was for a structure on the Silver Creek (Silverton) Bridge Section of FAS 130 in Marion County.

As the contractor has completed all work according to specifications, I recommend that you accept the project.

This matter will be on the agenda at the June 2 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Tom Edwards
F. B. Klaboe
V. D. Wolfe
V. E. Skoog
F. D.Morgan
Ivan Merchant
L. H. Young
R. D. Asburry

srb sr

RECEIVED
JUN 2 1970
FOR FILING

S-569 (1)

7316

June 1, 1970

Federal Insurance Company
Bonding Department
417 Norton Bldg.
Seattle, Washington 98104

Gentlemen:

Contract No. 7316 awarded to Ross Bros. Construction, Inc., for a structure on the Silver Creek (Silverton) Bridge of FAS 130 in Marion County was completed on April 17, 1970, and accepted by the Highway Commission on June 1, 1970.

Final payment in the amount of $4,053.65 will be released to the contractor after June 8, 1970. The total contract amount is $81,320.75 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

sj

cc Ross Bros. Constr., Inc.
359 Apple Blossom Avenue
Salem, Oregon 97303

Curry-Kropp-Cates, Inc.
1390 Capitol Street, N
Salem, Oregon 97303

bc Frank Morgan
Ivan Merchant
V. E. Skoog
Attn: John Herr
R. D. Asburry

524-1076

JOHN A. ANDERSON, P. E.
DIRECTOR OF PUBLIC WORKS
AND COUNTY ENGINEER

NATIONAL ASSOCIATION COUNTY ENGINEERS
NACE
CHARTER MEMBER

THEO. KUENZI
ASST. COUNTY ENGINEER

DEPARTMENT OF PUBLIC WORKS
COUNTY OF MARION
COURTHOUSE
SALEM, OREGON 97301

AREA CODE 503
364-4401, EXT. 53

NOTED
H. S. COX

May 7, 1970

RECEIVED
DIVISION ENGINEER - Division No. 2
MAY 8 1970
ROUTING
ASBURRY ☐ WIMER ☐ BOYD ☐
CANFIELD ☑ ☐ ☐

Mr. R. D. Asburry, Division Engineer
Oregon State Highway Department
East Salem Highway Building
Salem, Oregon 97310

Dear Mr. Asburry:

FAS 130, Silver Creek (Silverton) Bridge

This office has inspected the bridge and find it completed according to plans and specifications and hereby accept it as a part of the County Road System.

Very truly yours,

John A. Anderson
Director of Public Works

Theodore Kuenzi
Theodore Kuenzi
Assistant Director of Public Works

RECEIVED
MAY 13 1970
ENGINEER
COUNTY & CITY DIVISION

im
cc:Board of Commissioners

CC: B.P.R.
Construction
Bridge
County & City
Secretary

NC
HA
REYN

NOTED
P. B. Arensmeier

NOTED
R. H. PRANGE

Noted
Oscar H. Norberg

NOTED
RICHARD UNREIN

NOTED
MAINOR C. HOLMES

NOTED
DON HARWELL

OREGON STATE HIGHWAY DEPARTMENT
PROJECT INSPECTION AND DIVISION INSPECTION REPORT

Project Name Silver Creek (Silverton) Bridge **Contract No.** 7316

Highway FAS 130 **Prefix No.** 524-1076

NOTED
H. S. COX

County Marion **F.A. No.** S-569(1)

Final inspection made on 4-20-70 **By** R. D. Asburry

in company with Ted Kuenzi, Marion County; Ray Ross, Contractor; H. A. Shell, B.P.R;
Al Rear and D.D. Beecroft, OSHD

RECEIVED
APR 27 1970
ENGINEER
COUNTY & CITY DIVISION

CHECK LIST

Date			
4-22-70	Construction signs removed	--	Opened to traffic.
none	Salem office notified to rescind construction speed zone.	with semi-final	Division materials certification submitted.
4-17-70	Contractor removed equipment from project.		
4-17-70	Roadside cleanup completed.		

REMARKS: (Appearance and riding quality of job, general quality of workmanship, etc.)

Box beam construction, deck somewhat uneven but County is to place a lift of A.C. over entire deck. Remainder of work, including clean-up, completed in good fashion. One beam has a small patch on underside which does not look too pleasing but seems structurally sound. This cannot be seen except from directly under the bridge.

All contract work on this project has been completed and recommendation is made for acceptance on 4-17-70. The semi-final estimate will be submitted about 4-24-70.

NOTED
HAROLD
REYNOLDSON

cc: Construction Engineer - F. D. Morgan
Division Engineer - R. D. Asburry
Maintenance Engineer - E. S. Hunter
Bridge Engineer - Ivan D. Merchant
Traffic Engineer - F. B. Crandall
County-City Engineer - H. S. Cox
Resident Engineer - Beecroft.
District Maintenance Supt. - ET Lacey

Copies sent to all named 4-24-70.

NOTED
RICHARD UNREIN

NOTED
P. B. Aronsmeier

NOTED
MAINOR C. HOLMES

NOTED
R. H. PRANGE

lf

R. D.
(signed)

Div. Engr
(title)

NOTED
DON HARWELL

S-569(1)
7316

FORM E-1 (REV. 12-66)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Silver Creek (Silverton) Bridge

WEEK ENDING: April 10, 1970

SECTION PREFIX: 524-1076

HIGHWAY: FAS 130

COUNTY: Marion

NAME OF JOB: Silver Creek (Silverton) Bridge

KIND OF WORK: Bridge Construction

CONTRACTOR: Ross Bros. Const., Inc.

CONTRACT NUMBER: 7316

FEDERAL AID PROJECT NUMBER: S-569(1)

DATE OF CONTRACT: September 23, 1969

DATE WORK STARTED: October 7, 1969

ESTIMATED COMPLETION DATE: April 21, 1970

AVERAGE FORCE ON PROJECT FOR THE WEEK:

MEN: 1 SUPERVISION:

SPECIFIED WORK DAYS

SPECIFIED CALENDAR DAYS 200

SPECIFIED COMPLETION DATE

WORK DAYS USED 190

CALENDAR DAYS USED

PERCENT OF TIME ELAPSED 95

PROJECT AUTHORIZATION: $ 96,638.39

EXCLUSIVE OF ENGINEERING: $ 88,107.09

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING $ 88,107.09

ESTIMATED PERCENT: OVERRUN UNDERRUN _____%

ENGINEERING AUTHORIZATION $ 8,431.30

ENGINEERING COST TO DATE $ 8,000.00

PERCENT OF AUTHORIZATION 95 %

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 98

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION 98

DATE PROJECT WAS COMPLETED:

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					

HOURS PER SHIFT

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	9765							
PERCENT	98							

		WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	5	Cloudy			
MONDAY	6	Showers			
TUESDAY	7	Cloudy			
WEDNESDAY	8	Fair			
THURSDAY	9	Rain			
FRIDAY	10	Cloudy			
SATURDAY	11	Cloudy			

Routing
Moore
Decker
Bond
Walker
Boehme
Johnsen
Pease
Swan
Glenn
Litchfield
Gallagher
Ste

RECEIVED
APR 11 1970
CONSTRUCTION DIVISION

RECEIVED
APR 13 1970
BRIDGE DIVISION

NOTED
R. D. CHURCH

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY April 5	No activity.
MONDAY 6	No activity.
TUESDAY 7	XX Finishing concrete.
WEDNESDAY 8	Finishing concrete.
THURSDAY 9	Finishing concrete.
FRIDAY 10	No activity.
SATURDAY 11	No activity.

REMARKS

Job complete except for miner touch up of concrete and dress up of backfill.

SIGNED ______ LOCATION Salem

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F216

RECEIVED
NOV 17 1969

FOR FILE
5-569(1)
7-16

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
November 13, 1969

SUBJECT: Revision to the Guardrail Details at the Bridge Rail and Posts on Bridges Under Contract

To: A. E. Johnson
L. W. Rulien
R. D. Asburry
C. T. Keasey
J. F. Putnam
H. S. Coulter

[illegible]

We are attaching reduced size prints each of Drawings Nos. 24846, 23603, 23653, 23610 and 23670 which are the standard handrail drawings for the 2 and 3 tube oval and rectangular handrails along with the new guardrail anchor details at the end posts.

It is the opinion of the Bureau of Public Roads that the revised connection of the guardrail to the end posts is superior to that shown on the previous drawings. They have requested that the new method be used on all structures which use the four types of handrails listed if the structure is not to the stage of construction which would require excessive remodeling. The contracts which have structures with the above type rails which are not as yet completed are as follows:

Division I	Contract 7275 -	East Portland Freeway-Wilsonville Interchange Section
	Contract 7261 -	Harmony Rd. Intchg.-Cascade Hwy. Sec.
	Contract 7151 -	Tualatin R.-Pacific Hwy. Sec.
	Contract 7150 -	West Linn-Tualatin River Sec.
Division II	Contract 7316 -	Silver Creek (Silverton) Br. Sec.

The Bureau of Public Roads has especially requested that the structures in Contracts 7150 and 7151 be changed. The rest of the contracts listed above have not reached the handrail stage and can be changed with the possible exception of Contract 7261 which is nearing completion and may be at the point where the change would be uneconomical.

NOTED
TOM EDWARDS

The above being a change in plans negotiations for a price agreement should be made and presented through the normal channels as soon as practical.

If more sets of prints are required, please advise.

ORIGINAL SIGNED
T. C. ROAKE

Theo. C. Roake
Assistant Bridge Engineer

TCR:jf

cc: Tom Edwards (w/1 set)
A. A. Rear (w/1 set)
Herb Schell (w/1 set)

RECEIVED
NOV 14 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 8 - 1969

FOR FILING

S-569(1)
7316

October 8, 1969

Ross Bros. Construction, Inc.
359 Apple Blossom Avenue
Salem, Oregon 97303

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract No. 7316 for construction on
> the Silver Creek (Silverton) Bridge
> Section of FAS 130 in Marion County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cr

Enclosure

cc: Federal Insurance Company
Curry-Kropp-Cates, Inc.

F. D. Morgan
I. D. Merchant
D. J. Barbee
R. D. Asburry
Don Beecroft

OREGON STATE HIGHWAY DEPARTMENT

FORM A-190 (8-64)

HIGHWAY DEPARTMENT INVOICE

NO. 99933

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
9-24-69	CC 1200		594-1076-297

NOTED
H. S. COX

Marion County
Board of Commissioners
Courthouse
Salem, Oregon 97301

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Attention: John Anderson, Director of Public Works			
Advance Deposit			19,300.00
Partial transfer of the advance deposit for the Silver Creek Bridge on the Sublimity-Silverton Road, PAS 130. Covered by agreement dated June 8, 1967.			14,300.00
9/10/69 To be retained			5,000.00

RECEIVED
SEP 25 1969
ENGINEER
COUNTY & CITY DIVISION

ACKNOWLEDGMENT OF BILLING REQUEST

NOTED
R. H. PRANGE

Noted
Oscar H. Norberg

NOTED
RICHARD UNREIN

NOTED
P. B. [illegible]

NOTED
MAINOR C. HOLMES

NOTED
HAROLD REYNOLDSON

NOTED
DON HARWELL

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

LETTER OF APPROVAL AND/OR AUTHORIZATION

for

PROJECT: S-569(1)

SECTION: SILVER CREEK (SILVERTON) BRIDGE

WORK : RAILROAD PROTECTIVE SERVICE

COUNTY : MARION

TO:
MR. FORREST COOPER
STATE HIGHWAY ENGINEER
SALEM, OREGON

FROM:
R. E. SIMPSON
DIVISION ENGINEER
SALEM, OREGON

DATE PS&E APPROVED: ——

DATE AUTHORIZED: SEPTEMBER 22, 1969

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW:

○ CONSTRUCTION – ADVERTISE FOR BIDS.

○ UTILITY ADJUSTMENT.

○ RIGHT OF WAY.

○ RIGHT OF WAY INCIDENTALS AND RELOCATION PAYMENTS.

☒ OTHER (SPECIFY). MINOR PROGRAM CHANGE. AFTER AWARD OF CONTRACT YOU ARE AUTHORIZED TO PROCEED WITH RAILROAD PROTECTIVE SERVICES IN THE AMOUNT OF $3000.00 AS SHOWN IN YOUR ESTIMATE.

REMARKS AND LIMITS OF AUTHORITY:

THE MINOR PROGRAM CHANGE ADDING COSTS INCURRED BY THE RAILROAD TO THE CHARACTER OF WORK FOR THE SUBJECT PROJECT AS REQUESTED IN MR. YOUNG'S SEPTEMBER 17, 1969 LETTER IS APPROVED.

RECEIVED
SEP 23 1969
ENGINEER
COUNTY & CITY DIVISION

OFFICE USE

CC:
REGION

OSHD:
H. COX
V. BOYD
R. CHASE

WASH. D. C.
PROGRAM ANALYS
PROJECT COORDINAT
ACCOUNTS
COORD/SECTION

DATE: 9-22-69

SIGNATURE OF APPROVING OFFICIAL: R. E. SIMPSON

Original signed by
Glen L. Green
Engineering Coordinator

TITLE: DIVISION ENGINEER

NOTED
DON HARWELL

JOHN A. ANDERSON, P. E.
DIRECTOR OF PUBLIC WORKS
AND COUNTY ENGINEER

NACE
CHARTER MEMBER

THEO. KUENZI
ASST. COUNTY ENGINEER

DEPARTMENT OF PUBLIC WORKS
COUNTY OF MARION
COURTHOUSE
SALEM, OREGON 97301

AREA CODE 503
364-4401, EXT. 53

September 16, 1969

RECEIVED
SEP 19 1969
ENGINEER
COUNTY & CITY DIVISION

COPY

The Honorable Board of
County Commissioners
Marion County Courthouse
Salem, Oregon 97301

Gentlemen:

The Oregon State Highway Department has notified us that Ross Bros. Construction Inc. submitted a satisfactory bid for the Silver Creek (Silverton) Bridge Section, FAS 130. The bid was as follows:

Bid items	$81,313.00
Railroad protection	3,000.00
14½ percent engineering and contingencies	12,225.39
Estimated total cost	$96,538.39

Our agreement with the State requires us to pay and advance deposit of 20 percent of the bid amount to the State prior to awarding of a contract.

This office recommends that the Board of Commissioners authorize $19,300.00 to be paid to the State of Oregon, Oregon State Highway Commission for the above purpose.

Very truly yours,

/s/ John A. Anderson

John A. Anderson
Director of Public Works

NOTED
HAROLD REYNOLDSON

lm
Enclosure (Letter)
cc:County and City Division, Oregon State Highway Department

NOTED
R. H. PRANGE

NOTED
MAINOR C. HOLMES

Noted
Oscar H. Norberg

NOTED
P. B. [illegible]

NOTED
DON HARWELL

September 15, 1969

Marion County Board of Commissioners
Courthouse
Salem, Oregon 97301

Attention Mr. John Anderson
Director of Public Works

Gentlemen:

On September 11, 1969 a satisfactory bid was received from the Ross Bros. Construction Inc., for the Silver Creek (Silverton) Bridge Section, FAS 130. As per the agreement between the State and County, the following advance deposit is required from the County prior to awarding of a contract:

Bid items	$81,313.00
Railroad protection	3,000.00
14-1/2% Engineering & Contingencies	12,225.39
Estimated Total Cost	$96,538.39

County advance deposit:
20% of $96,538.39 = $19,307.68 or say $19,300.00

Please make this advance deposit in the amount of $19,300.00 payable by check or warrant to the Oregon State Highway Commission and forward same to this office.

Very truly yours,

E. S. Cox
County and City Engineer

NOTED
HAROLD
REYNOLDSON

By: Harold Reynoldson
Planning Engineer

HR:ljt

NOTED
MAINOR C. HOLMES

NOTED
[illegible]

NOTED
R. H. PRANGE

Noted
Oscar H. Norberg

NOTED
RICHARD UNREIN

NOTED
DON HARWELL

c

RECEIVED
NOV 1 - 1969

FOR FILING

S-569(1)
7316

September 23, 1969

Ross Bros. Construction, Inc.
359 Apple Blossom Avenue
Salem, Oregon 97303

Gentlemen:

The State Highway Commission on September 17, 1969, accepted your proposal for construction on the Silver Creek Bridge in the city of Silverton on FAS 130 in Marion County for the sum of $81,313 and referred it to the State Highway Engineer with authority to award the contract as soon as approval of Marion County was received and the sum of $19,300 was deposited by the County.

These conditions were fulfilled and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 7316.

Enclosed are three copies of this contract. Two of these copies should be signed on the contract and bond pages and returned to this office for completion. Please follow exactly the instructions given on the blue slip attached to the contract.

The third copy of the contract stamped "Advance Copy to be Retained by Contractor" is furnished for your information pending receipt of a fully executed copy.

The calendar day count on this contract will begin October 4, 1969.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cr
Enclosures

bc: Pacific Builder & Engr., Inc., Seattle, Wash.
Daily Journal of Commerce, Seattle, Wn., & Portland, Ore.
F. D. Morgan
I. D. Merchant
D. J. Barbee
William Geibel (SAIF)
R. D. Asburry
Don Beecroft

RECEIVED
SEP 29 1969

9-22-69

C

BUREAU OF PUBLIC ROADS

LETTER OF APPROVAL AND/OR AUTHORIZATION

PROJECT:	S-[illegible]
SECTION:	SILVER CREEK (SILVERTON) BRIDGE
WORK :	RAILROAD PROTECTIVE SERVICE
COUNTY :	MARION

TO: MR. FORREST COOPER
STATE HIGHWAY ENGINEER
SALEM, OREGON

5-5[illegible](1)
7316

Klavix

FROM: R. E. SIMPSON
DIVISION ENGINEER
SALEM, OREGON

DATE PS&E APPROVED: -----

DATE AUTHORIZED: SEPTEMBER 22, 1969

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW:

○ CONSTRUCTION - ADVERTISE FOR BIDS.
○ UTILITY ADJUSTMENT.
○ RIGHT OF WAY.
○ RIGHT OF WAY INCIDENTALS AND RELOCATION PAYMENTS.
☒ OTHER (SPECIFY). MINOR PROGRAM CHANGE. AFTER AWARD OF CONTRACT YOU ARE AUTHORIZED TO PROCEED WITH RAILROAD PROTECTIVE SERVICES IN THE AMOUNT OF $3000.00 AS SHOWN IN YOUR ESTIMATE.

REMARKS AND LIMITS OF AUTHORITY:

THE MINOR PROGRAM CHANGE ADDING COSTS INCURRED BY THE RAILROAD TO THE CHARACTER OF WORK FOR THE SUBJECT PROJECT AS REQUESTED IN MR. YOUNG'S SEPTEMBER 17, 1969 LETTER IS APPROVED.

orig to Young
copies to Litchfield
Skoog
9-23-69

OFFICE USE

RECEIVED
SEP 23 1969
OFFICE OF
STATE HIGHWAY ENGINEER

DATE 9-22-69	SIGNATURE OF APPROVING OFFICIAL A Green For R. E. SIMPSON	TITLE DIVISION ENGINEER

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SEP 22 1969
FOR FILING

S-569(1)
7316

September 17, 1969

Mr. R. H. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon 97301

Dear Sir:

We hereby request a minor program change for the Silver Creek (Silverton) Bridge Section, Project No. S-561(1). This change is to include in the character of proposed work "Railroad Protective Cost" in the amount of $3,000 total cost, $2.700 Federal Funds.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Program and Planning Engineer

DAR:bb

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SEP 16 1969
FOR FILIN

S-569(1)
7316

September 10, 1969

Board of County Commissioners
Marion County
Courthouse
Salem, Oregon 97301

MISC. CONTRACTS and AGREEMENTS No. 3794

Attention: Mr. T. Harold Tomlinson
County Clerk

Gentlemen:

Attached for your files is a fully executed copy of an agreement covering a bridge over Silver Creek on the Sublimity-Silverton Road, FAS 130.

A fully executed copy of this agreement is being sent to the City of Silverton and we are retaining one for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

aj

Attachment

cc H. S. Cox
(one conformed agreement attached)

FAS 130
Marion Co

MONTHLY TRANSACTION NO. 8-25

DATE SUBMITTED TO W. O. AUG 6 1969

FORM PR-1 (REV. 4-61)

7-24-69

FEDERAL-AID P

(PPM

CARD 2	REPORT NUMBER 1 (19) (20)	PROJECT LOCATION (45 typewriter spaces) Co. Rd. MP13.2 in Silverton (Silver Cr.) 21 65	**ADT**	PRESENT 1.600	FUTURE 2.900 (66) (70)	YEA 8 (71)

CARD 3	CHARACTER OF PROPOSED WORK (35 typewriter spaces) One Bridge 28 62	NATL. FOREST (63) (65)	FH ROUTE NO. (66) (68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. B-2 (72) (73)	PL. AUT (74)

CARD 4	CLASS OF FEDERAL FUNDS Secondary	COUNTY NAME
	NAME OF URBAN AREA 17-31	ROUTE NO. S | FEDERAL-AI 1

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	CLASS	WORK TYPE	WORK STEP	TERMINI (Full description)	MILES	TOTAL ESTIMATED COST	ESTIMATED PROJECT CO FEDERAL FUNDS
1	(14-15)	(16	41	42	43 46	53		(54) (58)	(59) (66)	(67) (7
5					**PE**		Co.Rd.MP 13.2 in Silverton (Silver Cr.)			
5					**ROW**		[Silver Creek(Silverton) Bridge]			
5	30			3	**CONST** (CODE) X081	3		0.015	85,000	51,000

CARD 1	CODE 1	PREPARED BY	PROJECT TOTALS	0.015	85,000	51,000
1	14	PROGRAM APPROVAL DATES AUG 6 1969			(16) (23)	(24) (3

RECEIVED
AUG 8 - 1969
ENGINEER
COUNTY & CITY DIVISION

FAS 130
Marion Co

FAS 130, Marion C

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

7-24-69

FEDERAL - AID PROGRAM DATA
(PPM 21-1)

Silver Cr.) 65	**ADT**	PRESENT 1.600	FUTURE 2.900 (66) (70)	YEAR 89 (71) (72)	REGION 08	STATE NAME Oregon	STATE CODE 35 (2) (3)	APPN CODE 022 (4) (9)	ITEM NO. 1011 (14) (18)

UTE (68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. B-2 (72) (73)	PL. AUTH YR (74) (75)	PROJECT NUMBER PREFIX LETTER(S) S- 14 23	NUMBER 569(1) 7	SEQ. NO. 13	I. Projects Only POST MI. (24) (26)	DESIG. 27

COUNTY NAME Marion	CODE 047 (14) (16)	PROGRAM STAGE ☐ 1 OR ☒ 2
ROUTE NO. S	FEDERAL-AID 130 (32)	STATE Co. Rd. (36) / U.S. (37) (41)

ESTIMATED PROJECT COST BY PHASES

	MILES (54) (58)	TOTAL ESTIMATED COST (59) (66)	FEDERAL FUNDS (67) (76)	STATE FUNDS	OTHER FUNDS
r Cr.)					
lverton)					
	0.015	85,000	51,000	17,000	17,000 (Co.)
ECT ALS	0.015 (16)	85,000 (23)	51,000 (24) (33)	17,000	17,000 (Co.)

CHARACTER OF PROPOSED WORK
(Full description)

One Concrete Prestressed Beam Bridge, length 77', HC 48' and 5' sidewalk, one side. Utilities to be attached to structure.

ROW - 60' min; access Control - None;
Parking Restrictions - None.

RECEIVED
AUG 8 - 1969
ENGINEER
COUNTY & CITY DIVISION

NOTED
HAROLD REYNOLDSON

REMARKS

Relocation payments - None Involved.

USCOMM DUSC[illegible]

NOTED
DON HARWELL

SILVER CREEK (SILVERTON) BRIDGE SECTION

PROJECT S-569(1)

EXISTING FACILITIES: The county is constructing a portion of this route on improved alignment. This reconstructed portion will have 2-12' travel lanes with 9' shoulders and paved with A.C.

ADJACENT SECTIONS:

NORTH END: New roadway is being constructed and when completed will have 2-12' travel lanes with 8' shoulders. Top width of 40' to be paved with A.C.
SOUTH END:

PROJECT DATA: Construct a concrete bridge with precast, prestressed box girders, having a 48' clear r
77 feet long on concrete abutments with a 5' sidewalk on the upstream side. Lightpost bases and condu
County will construct approaches and connections; signing to be included in project. Utilities to b
attached to bridge.

RIGHT OF WAY: 60 minimum
ACCESS CONTROL: None

RR XING: None
MINIMUM DESIGN STANDARDS: No deviations

SYSTEM ACTION: Completed
PUBLIC HEARING: Held Sept. 11, 1968, Right of way taken by resolution(Sept. 11, 1968) prior to Janua
UNUSUAL OR COMPLICATED SITUATIONS: County has let a contract to do the grading which will include the
and connections to this structure.
ROUTE DATA: This route connects Silverton to Stayton and Salem, and is a part of the Silverton City
street system.
LOCATION AND DESIGN APPROVAL BY ASST. HWY. ENGR. Provisions of PPM 20-8 are being complied with.

SOCIAL, ECONOMIC AND ENVIRONMENTAL EFFECTS CONSIDERED	Yes
C.O.G. ACCEPTANCE	Yes
PARKS OR RECREATION FACILITIES INVOLVED	No
RIGHT OF WAY RELOCATION ASSISTANCE	No

The State does not, at this time, have legal authority to regulate the use by Utilities of the rig
way of this project; however, a State-County agreement is being prepared to comply with paragraph 6d(
PPM 30-4.6.

SILVER CREEK (SILVERTON) BRIDGE SECTION

PROJECT S-569(1)

he county is constructing a portion of this route on improved alignment. This
ill have 2-12' travel lanes with 9' shoulders and paved with A.C.

adway is being constructed and when completed will have 2-12' travel lanes with
h of 40' to be paved with A.C.

t a concrete bridge with precast, prestressed box girders, having a 48' clear roadway
e abutments with a 5' sidewalk on the upstream side. Lightpost bases and conduitto be installed.
pproaches and connections; signing to be included in project. Utilities to be

inimum

DS: No deviations

ted
Sept. 11, 1968, Right of way taken by resolution(Sept. 11, 1968) prior to January 14, 1969.
SITUATIONS: County has let a contract to do the grading which will include the approaches
s structure.
e connects Silverton to Stayton and Salem, and is a part of the Silverton City

PPROVAL BY ASST. HWY. ENGR. Provisions of PPM 20-8 are being complied with.
ENVIRONMENTAL EFFECTS CONSIDERED Yes
Yes
ACILITIES INVOLVED No
ON ASSISTANCE No

ot, at this time, have legal authority to regulate the use by Utilities of the right of
however, a State-County agreement is being prepared to comply with paragraph 6d(1) of

Blabos 8-8-69 Cox - Young

TRANSACTION NUMBERS 8-22 THRU 8-25

FORM PR-48
(REV. 7-67)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

TRANSMITTAL AND REQUEST FOR INITIAL PROGRAM APPROVAL OF PROJECTS

(PPM 21-1)

STATE HIGHWAY DEPARTMENT	OREGON
DATE	8-6-69
BY (Signature)	MR. YOUNG'S JULY 24, 1969 LETTER
TITLE	

CLASS OF FEDERAL FUNDS: ☐ FAI ☐ FAP ☐ FAU ☒ FAS ☐ OTHERS

STAGE 1* ITEM NOS. ______ THRU ______

STAGE 2 ITEM NOS. 1008 THRU 1011

ITEM NO.	PROJECT NOS.	LENGTH (Miles)	TOTAL ESTIMATED COST	FEDERAL FUNDS	LOCATION	WORK
1008	SU 128 (6)	1.25	215,000	129,000	POWDER RIVER SECTION	GR. DR. LOW TYPE SURF.
1009	S 12-104(1) 1210(401)	7.47	475,000	285,000	MILLER RANCH-WICKIUP FOREST CAMP SECTION	BASE ROCK, INTERMEDIATE TYPE SURFACE
1010	SU 23-103(1) 2310(301)	0.51	85,000	51,000	N.W. 4TH AVENUE ARCATA WAY SECTION	IRRIGATION FACILITY ADJUSTMENT
1011	S 569(1)	0.015	85,000	51,000	SILVER CREEK (SILVERTON) BRIDGE	STRUCTURE

8-6-69

RECEIVED
AUG 8 1969
OFFICE OF
STATE HIGHWAY ENGINEER

REMARKS (Division)

YOU ARE AUTHORIZED TO PROCEED WITH ACTIONS NECESSARY TO ADVANCE TO COMPLETION THE PHYSICAL CONSTRUCTION PROVIDED FOR BY THE ABOVE PROJECTS IN ACCORDANCE WITH THE PROVISIONS OF YOUR APPROVED SECONDARY ROAD PLAN. IF YOU SUBSEQUENTLY FIND THAT EXCEPTIONS TO THE PROCEDURE WILL BE NEEDED OR THAT YOUR PROPOSED DESIGN STANDARDS FOR THESE PROJECTS ARE LOWER THAN THE MINIMUM DESIGN STANDARDS AS APPROVED JUNE 24, 1968, THIS OFFICE SHOULD BE NOTIFIED OF SUCH PROPOSED EXCEPTIONS AND REASONS THEREOF.

RECOMMENDED		APPROVED	
DATE	SIGNATURE AND TITLE	DATE	SIGNATURE AND TITLE
		8-6-69	R. E. SIMPSON, DIVISION ENGINEER

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AUG 11 1969
FOR FILING

S-569(1)
7316

*Program approval and any authorization to proceed with a Stage 1 project shall not constitute any commitment of Federal funds nor shall it be construed as creating in any manner, any obligation on the part of the Federal Government to provide Federal funds for the undertaking.

GPO 927-9

RECEIVED
JUL 31 1969
FOR FIL

S-569(1)
7316

July 24, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon 97301

Dear Sir:

We are submitting program data for four secondary projects, Items 1008 through 1011, which we desire to have included in the Federal-Aid Secondary Highway Program.

These projects have been selected by the State Highway Commission and local authorities in cooperation with each other as required by the Federal-Aid Act.

It is our present intention to receive bids for these projects on August 28, 1969.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Program & Planning Engineer

RHC:aw

MONTHLY TRANSACTION NO.	FORM PR-1 (REV. 4-61) 7-24-69	**FEDERAL-AID** (PPM
DATE SUBMITTED TO W.O.		

CARD 2	REPORT NUMBER 1 (19) (20)	PROJECT LOCATION *(45 typewriter spaces)* Co. Rd. MP13.2 in Silverton (Silver Cr.) 21 65	**ADT**	PRESENT 1.600	FUTURE 2.900 (66) (70) (71)

CARD 3	CHARACTER OF PROPOSED WORK *(35 typewriter spaces)* One Bridge 28 62	NATL. FOREST (63) (65)	FH ROUTE NO. (66) (68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. AU (74)

CARD 4	CLASS OF FEDERAL FUNDS Secondary	COUNTY NAME
	NAME OF URBAN AREA 17-31	ROUTE NO. S | FEDERAL-

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	WORK CLASS	WORK TYPE	STEP	TERMINI *(Full description)*	MILES	ESTIMATED PROJECT TOTAL ESTIMATED COST	FEDERAL FUNDS
1	(14-15)	16	41	42	43 46	53		(54) (58)	(59) (66)	(67)
5					**PE**		Co.Rd.MP 13.2 in Silverton (Silver Cr.)			
5					**ROW**		[Silver Creek(Silverton) Bridge]			
5					**CONST** (CODE)			0.015	85,000	51,000

CARD 1	CODE 1	PREPARED BY	PROJECT TOTALS	0.015	85,000	51,000
1	14	PROGRAM APPROVAL DATES			(18) (23)	(24)

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

-24-69

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

er Cr.) 65	**ADT**	PRESENT 1.600	FUTURE 2.900 (66) (70)	YEAR 89 (71) (72)	REGION 08	STATE NAME Oregon	STATE CODE 35 (2) (3)	APPN CODE 022 (4) (6)	ITEM NO. 1011 (14) (18)

(68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. AUTH YR (74) (75)	PROJECT NUMBER PREFIX LETTER(S) S- 14 23	NUMBER 569(1) 7	SEQ. NO. 12	I. Projects Only POST MI. (24) (26)	DESIG. 27

COUNTY NAME	Marion
CODE	047 (14) (16)
ROUTE NO.	S
FEDERAL-AID	130 (32)
STATE	Co. Rd. (36)
U.S.	(37) (41)

PROGRAM STAGE ☐ 1 OR ☒ 2

ESTIMATED PROJECT COST BY PHASES

	MILES (54) (58)	TOTAL ESTIMATED COST (59) (66)	FEDERAL FUNDS (67) (76)	STATE FUNDS	OTHER FUNDS	CHARACTER OF PROPOSED WORK (Full description)
Cr.)						One Concrete Prestressed Beam Bridge, length 77', HC 48' and 5' sidewalk, one side. Utilities to be attached to structure. ROW - 60' min; access Control - None; Parking Restrictions - None.
erton)						
	0.015	85,000	51,000	17,000	17,000 (Co.)	
ECT LS	0.015	85,000 (16) (23)	51,000 (24) (33)	17,000	17,000 (Co.)	

REMARKS

Relocation payments - None Involved.

SILVER CREEK (SILVERTON) BRIDGE SECTION

PROJECT S-569(1)

EXISTING FACILITIES: The county is constructing a portion of this route on improved alignment. This reconstructed portion will have 2-12' travel lanes with 9' shoulders and paved with A.C.

ADJACENT SECTIONS:

NORTH END: New roadway is being constructed and when completed will have 2-12' travel lanes with
8' shoulders. Top width of 40' to be paved with A.C.

SOUTH END:

PROJECT DATA: Construct a concrete bridge with precast, prestressed box girders, having a 48' clear ro
77 feet long on concrete abutments with a 5' sidewalk on the upstream side. Lightpost bases and condui
County will construct approaches and connections; signing to be included in project. Utilities to be
attached to bridge.

RIGHT OF WAY: 60 minimum
ACCESS CONTROL: None

RR XING: None
MINIMUM DESIGN STANDARDS: No deviations

SYSTEM ACTION: Completed
PUBLIC HEARING: Held Sept. 11, 1968, Right of way taken by resolution(Sept. 11, 1968) prior to Janua
UNUSUAL OR COMPLICATED SITUATIONS: County has let a contract to do the grading which will include the
and connections to this structure.
ROUTE DATA: This route connects Silverton to Stayton and Salem, and is a part of the Silverton City
street system.
LOCATION AND DESIGN APPROVAL BY ASST. HWY. ENGR. Provisions of PPM 20-8 are being complied with.
SOCIAL, ECONOMIC AND ENVIRONMENTAL EFFECTS CONSIDERED Yes
C.O.G. ACCEPTANCE Yes
PARKS OR RECREATION FACILITIES INVOLVED No
RIGHT OF WAY RELOCATION ASSISTANCE No

The State does not, at this time, have legal authority to regulate the use by Utilities of the ri
way of this project; however, a State-County agreement is being prepared to comply with paragraph 6d(
PPM 30-4.6.

LVER CREEK (SILVERTON) BRIDGE SECTION

PROJECT S-569(1)

y is constructing a portion of this route on improved alignment. This
2-12' travel lanes with 9' shoulders and paved with A.C.

being constructed and when completed will have 2-12' travel lanes with
to be paved with A.C.

rete bridge with precast, prestressed box girders, having a 48' clear roadway
nts with a 5' sidewalk on the upstream side. Lightpost bases and conduit to be installed.
s and connections; signing to be included in project. Utilities to be

deviations

1968, Right of way taken by resolution(Sept. 11, 1968) prior to January 14, 1969.
S: County has let a contract to do the grading which will include the approaches
rs.
ts Silverton to Stayton and Salem, and is a part of the Silverton City

Y ASST. HWY. ENGR. Provisions of PPM 20-8 are being complied with.

NTAL EFFECTS CONSIDERED	Yes
	Yes
INVOLVED	No
ANCE	No

s time, have legal authority to regulate the use by Utilities of the right of
a State-County agreement is being prepared to comply with paragraph 6d(1) of

24

7-21-69

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: County and City Division

RECEIVED
JUL 23 1969
ENGINEER
COUNTY & CITY DIVISION

NOTED
H. S. COX

SUBJECT: Federal Aid Project No. ____________

Highway No. FAS 130

Project Name Silver Creek (Silverton) Bridge

Section

Gentlemen:

1. We hereby certify that, to the best of our knowledge and belief, all rights-of-way or rights-of-entry for the above referred to Federal-aid project have been secured.

2. We hereby certify that: (check one)

☒ There has been no displacement of persons from residences, farms, or businesses; or

☐ All displaced persons have been tendered all assistance possible and given all available information to assist in re-establishment in residence, farm, or business.

3. We hereby certify that the occupancy and/or adjustment of existing utilities within the right-of-way of the above referred to Federal-aid project have been authorized by permit, franchise, or other approved procedure.

Dated at Salem, Oregon, this 21st day of July, 1969.

Marion County

Henry C. Mattson
Chairman

Pat McCarthy
Commissioner

Harry Carson Jr.
Commissioner

Copy to :- John Oaks
R.D. Asburry Div II
R.N. Chase
C G Swanson

(11/29/66)

NOTED
MAINOR C. HOLMES

NOTED
P. B. [illegible]

NOTED
R. H. PRANGE

Noted
Oscar H. Norberg

NOTED
RICHARD UNREIN

NOTED
DON HARWELL

24

SAFETY: No

MEMO TO R. N. CHASE   Date July 16, 1969

FAS 130 MARION, COUNTY, Silver Creek (Silverton) Bridge SECTION

TERMINI: Within the city limits of Silverton adjacent to and easterly of the Southern Pacific R.R. bridge over Silver Creek. M.P. 13.2

PROPOSED WORK: Structure

NOTED
H. S. COX

PROJECT LENGTH: 77 feet

COSTS:	TOTAL	FEDERAL	STATE	COUNTY	OTHER
CONSTRUCTION	85,000	51,000	17,000	17,000	

EXISTING FACILITIES: The county is constructing a portion of this route on improved alignment. This reconstructed portion will have 2-12' travel lanes with 8' shoulders and paved with A.C.

ADJACENT SECTIONS:
NORTH END:
SOUTH END: New roadway is being constructed and when completed will have 2-12' travel lanes with 8' shoulders. Top width of 40' to be paved with A.C.

PROJECT DATA: Construct a concrete bridge with precast, prestressed box girders, having a 48' clear roadway 77 feet long on concrete abutments with a 5' sidewalk on the upstream side. Lightpost bases and conduit to be installed. County will construct approaches and connections;signing to be included in project. Utilities to be attached to bridge.

RIGHT OF WAY: 60 minimum

ACCESS CONTROL: None

RR XING: None
MINIMUM DESIGN STANDARDS: No deviations

SYSTEM ACTION: Completed
PUBLIC HEARING: Not required, Right of way taken by resolution (Sept. 11, 1968) prior to January 14, 1969.

UNUSUAL OR COMPLICATED SITUATIONS: County has let a contract to do the grading which will include the approaches and connections to this structure.

ROUTE DATA: This route connects Silverton to Stayton and Salem, and is a part of the Silverton City Street system.

LOCATION AND DESIGN APPROVAL BY ASST. HWY. ENGR.	REQUESTED
SOCIAL, ECONOMIC AND ENVIRONMENTAL EFFECTS CONSIDERED	YES
C.O.G. ACCEPTANCE	YES
PARKS OR RECREATION FACILITIES INVOLVED	NO
RIGHT OF WAY RELOCATION ASSISTANCE	NO

NOTED
R. H. PRANGE

NOTED
RICHARD UNREIN

Noted
Oscar H. Norberg

NOTED
DON HARWE

July 14, 1969
(date)

Marion County Board of Commissioners
Courthouse
Salem, Oregon 97301

Attention: Mr. John Anderson
Public Works Director

In order to comply with requirements of the Bureau of Public Roads covering protection of public resources such as recreational areas, historical sites, wild life refuges, or any other facility in which the public has a specific interest, it is required that local public authorities should be consulted regarding the impact on these resources of a planned highway improvement.

Would you please fill out the form below regarding these resources and return it to the Oregon State Highway Department, County and City Division, State Highway Building, Salem, Oregon (97310). Retain the second copy for your records.

NOTED
DON H

Highway FAS 130

Section Silver Creek (Silverton) Bridge: Structure

Do you know of any public organization or quasi-official organizations that might be opposed to this project on the grounds of interference with recreational, historical, or public resources? Yes ☐ No ☒

If answer is yes, please list organizations:

RECEIVED
JUL 16 1969
ENGINEER
COUNTY & CITY DIVISION

NOTED
HAROLD
REYNOLDSON

July 15, 1969
(date)

By Henry C. Mattson

By Pat McCarthy
Commissioner

By Harry Carson Jr
Commissioner

NOTED
S. COX

NOTED
P. B. Aransmeier

cc: L. H. Young
Attn: Duane Ridings

NOTED
R. H. PRANGE

Noted
Oscar H. Norberg

NOTED
RICHARD UNREIN

NOTED
MAINOR C. HOLMES

July 14, 1969
(date)

City of Silverton
City Hall
Silverton, Oregon 97381

Attention: Mr. Jack Brown
City Manager

In order to comply with requirements of the Bureau of Public Roads covering protection of public resources such as recreational areas, historical sites, wild life refuges, or any other facility in which the public has a specific interest, it is required that local public authorities should be consulted regarding the impact on these resources of a planned highway improvement.

Would you please fill out the form below regarding these resources and return it to the Oregon State Highway Department, County and City Division, State Highway Building, Salem, Oregon (97310). Retain the second copy for your records.

NOTED
HARWELL

Highway FAS 130

Section Silver Creek (Silverton) Bridge: Structure

Do you know of any public organization or quasi-official organizations that might be opposed to this project on the grounds of interference with recreational, historical, or public resources? Yes ☐ No ☒

If answer is yes, please list organizations:

RECEIVED
JUL 16 1969
ENGINEER
COUNTY & CITY DIVISION

JUL 15 1969
(date)

By
City Manager

By
Commissioner

By
Commissioner

cc: L. H. Young
Attn: Duane Ridings

NOTED
R. H. PRANGE

RECEIVED
JUL 1[illegible] 1969

FOR FILING
S-569(1)
7316

[illegible] (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: July 10, 1969

In reply refer to: 08-35-EC/400.1

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

NOTED
R. L. PORTER

SUBJECT: Silver Creek (Silverton) Bridge Section
Silverton Intertie, FAS 130
Marion County

Klaboe

We concur no further hearings are required for the subject project.

Approval of construction of the Silver Creek Bridge with Federal-aid Secondary funds will be considered at the time a program is submitted.

NOTED
F. B. KLABOE

7-16-69

REFERRED TO
Young
By Asst. State Hwy. Engr.

RECEIVED
JUL 14 1969
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MARION COUNTY, OREGON

In the Matter of Locating and)
Establishing an inter-tie between)
Westfield Street and First Street)
in the City of Silverton, to be) No. 1551
known as the extension of Market)
Road No. 34 in Section 34, T. 6 S.,)
R. 1 W., Willamette Meridian, Marion)
County, Oregon.)

RESOLUTION NO.______

This matter came on regularly before the Marion County Board of Commissioners on the 7 day of AUGUST, 1968, for a Resolution declaring its intention to locate and establish an inter-tie between Westfield Street and First Street in the City of Silverton.

It appearing to the Marion County Board of Commissioners that it has duly determined to institute proceedings to locate and establish an inter-tie between Westfield Street and First Street in the City of Silverton described with the following centerline:

Beginning at a point South 7° 35' 30" East 25.99 feet from the centerlines intersection of Market Road #34 (Westfield Street) and Market Road #47 (McClain Street), said point is 93.83 feet South 82° 27' West, and 51.98 feet South 7° 35' 30" West from the Southeast corner of property as described by deed recorded in Volume 561, Page 146 of the Marion County record of deeds at Salem, Oregon, thence North 158.27 feet to the point of a 28° curve to the right, thence Northeasterly along the arc thereof 255.48 feet to the point of tangent, said point of tangent is 30 feet Southerly perpendicular from the Southerly right-of-way of the Southern Pacific Railroad, thence North 71° 32' East parallel with said railroad 362.91 feet to the point of a 2° 50' curve to the left, thence along the arc thereof and parallel to said railroad 541.18 feet to the point of tangent, thence North 56° 12' East 206.36 feet to the point of a 6° 24' curve to the left, thence along the arc thereof 207.32 feet to the point of tangent, thence North 30° 07' 30" East 8.48 feet to the point of a 28° curve to the right, thence along the arc thereof 178.13 feet to the point of tangent, thence North 80° 00' East 424.16 feet to the centerlines intersection of "C" and First Streets in Silverton, Oregon.

Road to be 60 feet in width, 30 feet on both sides of the above described centerline from Westfield Street to First Street in the City of Silverton with a total distance of 2485 feet or .057 miles lying in Section 34, Township 6 South, Range 1 West, Willamette Meridian, Marion County, Oregon.

Be it resolved and ordered by the Marion County Board of Commissioners:

1. Pursuant to the authority granted by ORS 368.470, the Marion County Board of Commissioners hereby declares its intentions to locate and establish the extension of Market Road No. 34 as described above;

2. That SEPT. 11, 1968, at 10:00 a.m. in Room 129, County Courthouse, Salem, Oregon, be set as the time and place at which the Board will hear objections and remonstrances against the proposed locating and establishing of said road;

3. That Harvey K. Thurlwell, Right-of-Way Agent, or other duly authorized agent of the Marion County Board of Commissioners, shall give due and legal notice of said hearing by posting certified copies of this Resolution at the place of County Court and at three public places in the vicinity of the proposed road, and that notice be forwarded by Certified United States Mail, postage prepaid, to each record owner of land on or over which the proposed road is to be laid out, located or changed at the last known Post Office address of such owner, and if the address of such owner be unknown to person mailing such notice that it be mailed to the address given on the latest tax roll in the office of the Tax Collector of said county; and if the address is unknown to the person

mailing such notice and cannot with reasonable diligence be ascertained and cannot be found in such latest tax roll, then such notice be addressed to such owner at the County Seat of the county where the land is situated; to wit, Salem, Marion County, Oregon.

Signed at Salem, Oregon, this 7 day of AUGUST, 1968.

Board of County Commissioners
For Marion County, Oregon

Chairman

Commissioner

Commissioner

BEFORE THE BOARD OF COMMISSIONERS IN THE STATE OF OREGON

FOR THE COUNTY OF MARION

In the Matter of Locating and)
Establishing an inter-tie between)
Westfield Street and First Street)
in the City of Silverton, to be)
known as the extension of Market)
Road No. 34 in Section 34, Township)
6 South, Range 1 West, Willamette)
Meridian, Marion County, Oregon.)

ORDER APPOINTING
BOARD OF COUNTY
ROAD VIEWERS

No. 1551

WHEREAS, on the 11th day of September, 1968, at the hour of 10:00 a.m., at a term of the Board of County Commissioners for Marion County, Oregon, the above matter came on to be heard by the Board at Room 129, Marion County Courthouse, Salem, Oregon and the Board having on the 7th day of August, at a regular term of said Board, duly declared its intention to widen and improve said road by Resolution No. 1551, filed herein, and the Board having also at the time of making and entering said Resolution, duly directed that notice thereof be posted by Harvey K. Thurlwell, who was then and ever since has been and now is the duly appointed, qualified and acting Right-of-Way Agent of said Marion County; and

IT APPEARING at this time to the satisfaction of the Board from the affidavit of Harvey K. Thurlwell on file herein, that notice of said Resolution has been duly given by advertisement more than thirty (30) days prior to September 11, 1968, the date set for hearing protests, in the following manner, to-wit: That Harvey K. Thurlwell, on the 7th day of August, 1968, duly posted at the place of holding the meetings of the Board of County Commissioners, and also in three public and conspicuous places in the vicinity of said proposed road, notices of the Resolution, and by mailing a copy of said notice by regular mail to each owner of land over which said proposed road, or a portion thereof, is to be widened and improved, on the 7th day of August, 1968, each of which said notices consisted of a true copy of said Resolution, duly and properly certified to as such by the County Clerk of said County; and

IT APPEARING that heretofore, by Order of the Board of County Commissioners of said County, the County Engineer, prior to the date of the posting of notices of said Resolution, examined, laid out and surveyed said road; and

IT FURTHER APPEARING that at said hearing held on September 11, 1968, no objections to the widening and improving of said road were presented to the Board, NOW, THEREFORE, IT IS ORDERED That A. D. Graham, Keith Layman, and Donald Cushing, who are duly qualified and disinterested freeholders of said County of Marion, State of Oregon, be and they hereby are appointed a Board of County Road Viewers, to determine and assess the damages to said property, taking into consideration the benefits of said road as located; and it is

FURTHER ORDERED, That said members of the Board of County Road Viewers be notified of their appointment and that each of them is hereby directed to meet on the 17th day of September, 1968, or upon their failure to meet on that day, then within ten days from the date of this Order to assess the damages and file its report on or before the 10th day of November, 1968.

Dated this 13 day of September, 1968.

Approved as to Form:
Gary D. Gortmaker
By /s/ Don H. Schuessler
Deputy

BY ORDER OF THE MARION COUNTY
BOARD OF COMMISSIONERS

By /s/ Harry Carson, Jr.
Chairman

Approved:

/s/ John A. Anderson
John A. Anderson
Director of Public Works and
County Engineer

By /s/ Henry C. Mattson
Commissioner

Attest:
T. Harold Tomlinson
County Clerk
By________________
Deputy

By /s/ Pat McCarthy
Commissioner

MID WILLAMETTE VALLEY * COUNCIL OF GOVERNMENTS *

ROOM 19/MARION COUNTY COURTHOUSE/SALEM, OREGON 97301

NOTED
H. S. COX

March 14, 1969

Mr. John A. Anderson
Director of Public Works
Courthouse
Salem, Oregon 97301

Dear John:

Re: Application to EDA for funds in connection with road improvement projects adjacent to the Cities of Woodburn and Silverton, Oregon

This letter is directed to two specific projects within an application recently submitted to the Economic Development Administration by the Mid Willamette Valley Council of Governments. These projects are regarding:

1. The Silverton Intertie; and
2. The connection with State Highway 211 with State Highway 214 in the vicinity of Woodburn, Oregon.

This is to advise that these proposed projections are consistent with and conform to comprehensive plans and programs developed by this agency.

Very truly yours,

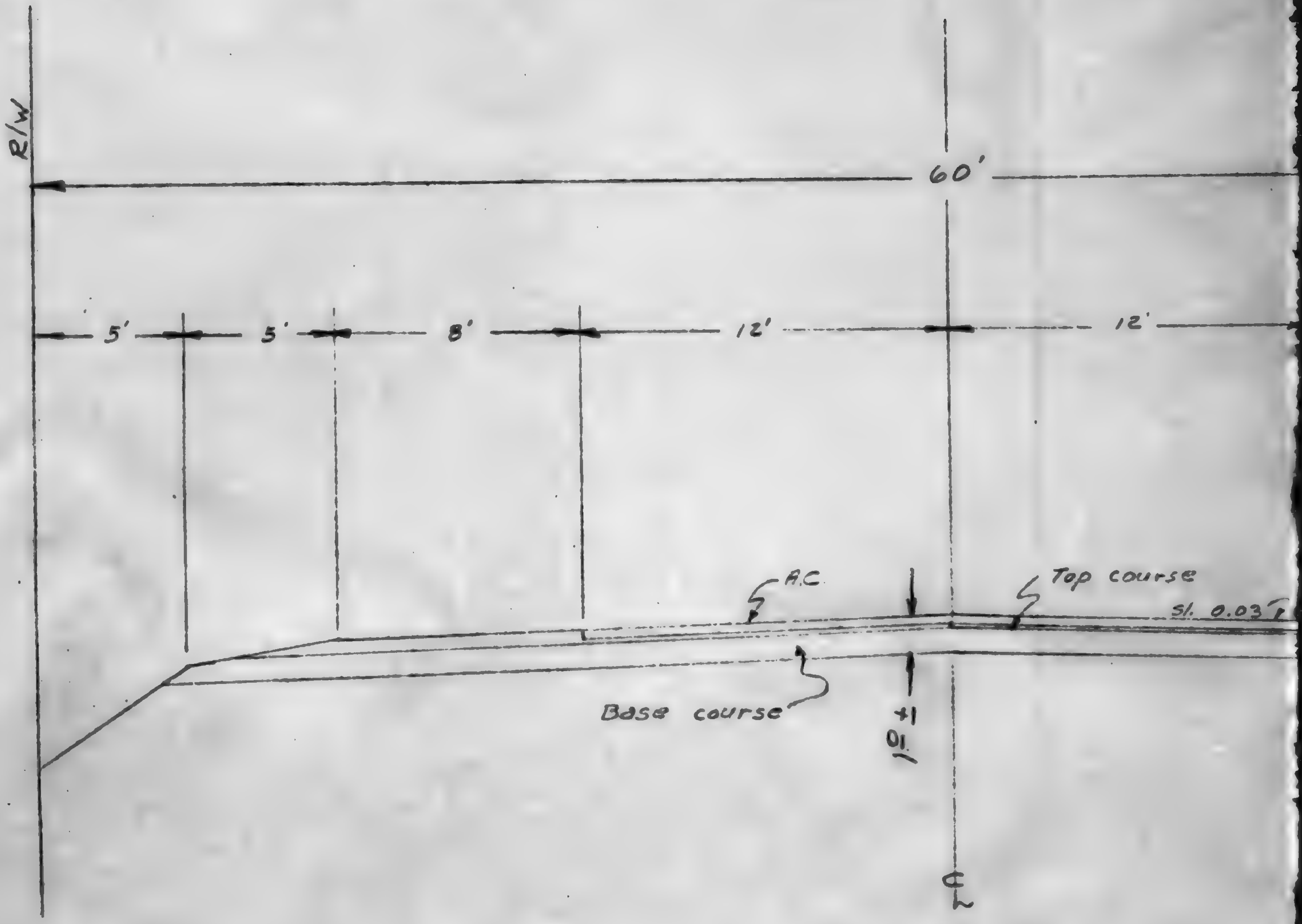
W. J. Kvarsten, Director
Council of Governments

RECEIVED
MAR 17 1969
ENGINEER
COUNTY & CITY DIVISION

WJK/plb

cc: Donald Harwell
Oregon State Highway Department

NOTED
DON HARWELL



SCALE 1" = 5'

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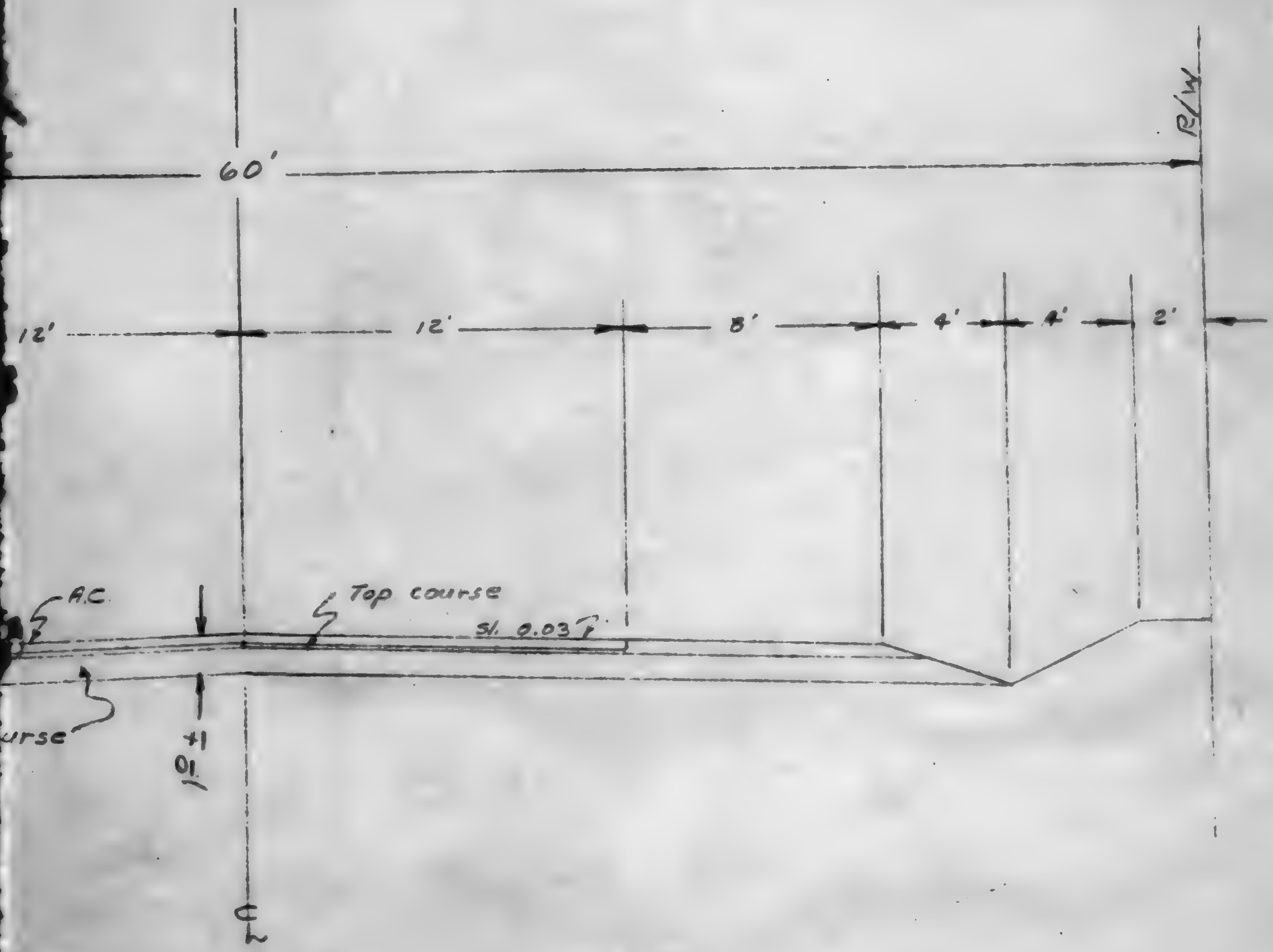
F



SCALE 1" = 5'

SILVERTON INTERTIE
MR 34
TYPICAL CROSS SECTION
FOR 60' R/W

RECEIVED
MAY 19 1969

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
PENDLETON

S-569(1)
7316

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 15, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon 97310

Dear Mr. Simpson:

Attached for your approval are four copies of a Supplemental Tabulation, Minor Revision 69a, covering the rerouting of FAS 130 through the City of Silverton in Marion County. The proposed revision will delete 0.5 miles and add 0.9 miles to FAS 130 for a new increase of 0.4 miles.

The proposed rerouting of FAS 130, known as the Silverton Intertie, has the approval of the Marion County Board of Commissioners, the City of Silverton, and the Mid-Willamette Valley Council of Governments (COG) as shown by the attached newspaper items and correspondence.

Both the County and City have determined that the intertie route is a necessary part of the city's arterial system and will relieve the present congested route through the central business district. They feel that by rerouting FAS 130 over the intertie, it will carry a large percentage of through-traffic around the downtown core area.

This Federal-aid Secondary revision has been selected by the Highway Department in cooperation with the local road officials and, with your approval, will add 0.4 miles to FAS 130 and to the total FAS system in Marion County.

Very truly yours,

Forrest Cooper
State Highway Engineer

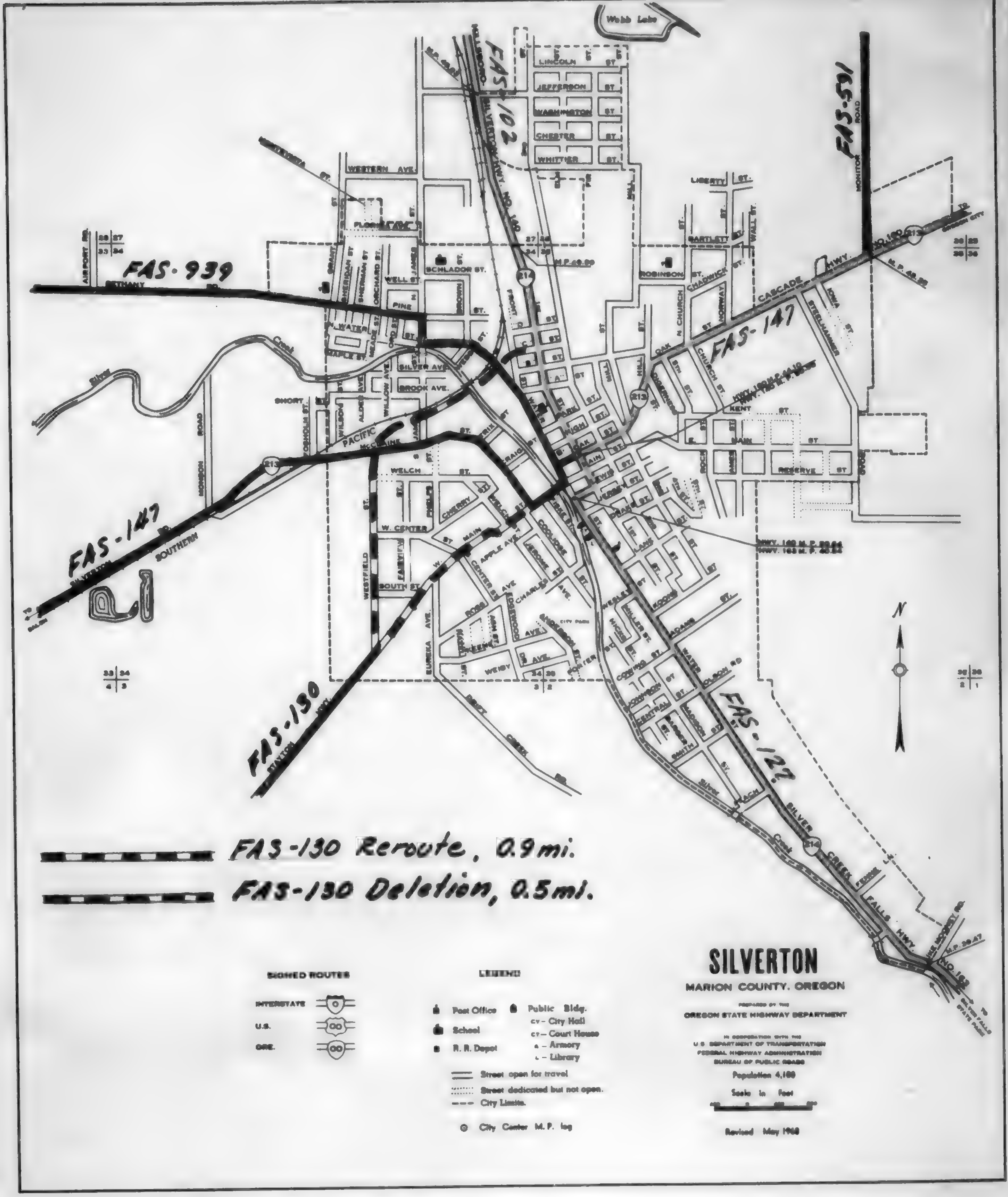
By HSCox

H. S. Cox
County and City Engineer

NOTED
FORREST COOPER

HSC:eb
cc Forrest Cooper
F. B. Klaboe
L. H. Young

RECEIVED
MAY 16 1969
OFFICE OF
STATE HIGHWAY ENGINEER



FAS-130 Reroute, 0.9 mi.

FAS-130 Deletion, 0.5 mi.

SIGNED ROUTES

INTERSTATE
U.S.
ORE.

LEGEND

Post Office
Public Bldg.
CY – City Hall
CT – Court House
A – Armory
L – Library
School
R. R. Depot
Street open for travel
Street dedicated but not open.
City Limits.
◎ City Center M. P. log

SILVERTON

MARION COUNTY, OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT

IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

Population 4,100

Scale in Feet

Revised May 1968

SUPPLEMENTAL TABULATION
MINOR REVISION 69a

Road Designation		Brief Description of Road and Termini	County	Mileage on State Hwy. System	Mileage on Local System	Total Length
FAS Road No.	State or Local Road No.					
130	County Road	From FAS 679 in Sublimity northerly to FAS 102 in Silverton	Marion	—	13.4	13.4

1859

GAME
COMMISSION

OFFICE OF THE DIRECTOR

P. O. BOX 3503 • 1634 S.W. ALDER ST. • PORTLAND, OREGON • 97208 • Ph. 222-9611

TOM McCALL
GOVERNOR

COMMISSIONERS
GEORGE L. HIBBARD, Chairman
J. PAT METKE; Vice Chairman
JOHN P. AMACHER, Member
JOSEPH W. SMITH, Member
JAMES W. WHITTAKER, Member

JOHN W. McKEAN
State Game Director

RECEIVED
MAY 13 1969
FOR FILES

S-569(1)
7326

May 8, 1969

cc's sent 5-9-69

F.B. Klaboe
F.D. Morgan
L.H. Young
T.C. Roake
F.E. Terpin
G.C. Wills
R.D. Asburry (2)

State Highway Engineer
State Highway Department
Salem, Oregon 97310

Attention: Mr. Frank L. Hall

Dear Sir:

We have reviewed the prospectus for Silver Creek Bridge Section, FAS 130, Marion County.

There should be no conflict with wildlife resources as a result of this project, and it is approved.

Precautions should be taken against undue siltation and other pollution which may affect water quality.

We appreciate being notified of this construction.

Very truly yours,

JOHN W. McKEAN
DIRECTOR

By R. O. Koski

R. O. Koski
Chief of Liberations

ROK:js

cc: Dir. OFC

RECEIVED
MAY 9 1969
OFFICE OF
STATE HIGHWAY ENGINEER

COMMISSIONERS
HENRY C. MATTSON CHAIRMAN
PAT McCARTHY
HARRY CARSON, JR.
EXECUTIVE SECRETARY
BRUCE PROSSER

MARION COUNTY
BOARD OF COMMISSIONERS
COURTHOUSE
SALEM, OREGON 97301

TELEPHONE 364-4401
AREA CODE 503

May 6, 1969

NOTED
H. S. COX

FAS-130

Mr. H. S. Cox
County and City Engineer
Oregon State Highway Department
Salem, Oregon 97310

Attention Mr. Robert H. Prange, Field Engineer (Counties)

Dear Mr. Cox:

Silverton Intertie, MR34

The Marion County Board of Commissioners does hereby request that you proceed immediately in placing the Silverton Intertie on the FAS system and that you amend the bridge application to read "48 feet in width with a sidewalk on the southerly side."

Very truly yours,

MARION COUNTY BOARD OF COMMISSIONERS

Henry C. Mattson
Chairman

Pat McCarthy
Commissioner

Harry Carson Jr.
Commissioner

RECEIVED
MAY 8 - 1969
ENGINEER
COUNTY & CITY DIVISION

Copy to :- Tom Edwards
Ivan Merchant
C G Swenson
R. N. Chase
R.D. Asburry

NOTED
R. H. PRANGE

NOTED
HAROLD
REYNOLDSON

MAY 5 - 1969

STATE OF OREGON
1859

FISH
COMMISSION

OFFICE OF THE DIRECTOR

307 STATE OFFICE BLDG. • 1400 S.W. 5th AVE. • PORTLAND, OREGON • 97201

TOM McCALL
GOVERNOR

COMMISSIONERS
EDW. G. HUFFSCHMIDT, Chairman
McKEE A. SMITH, Vice Chairman
JOSEPH I. EOFF, Member

ROBERT W. SCHONING
State Fisheries Director

5-569(1)
7316

April 30, 1969

cc's sent 5-2-69

F.B. Klaboe
F.D. Morgan
L.H. Young
F.E. Terpin
T.C. Roake
G.C. Wills
R.D. Asburry (2)

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Highway Building
Salem, Oregon 97310

Attention: Frank L. Hall

Dear Sir:

Listed below with our comments are several projects we have received for review.

"D" River Outlet, Oregon Coast Highway, Lincoln County

Simmons Creek Section, Oregon Coast Highway, Tillamook County

Silver Creek Bridge Section, FAS 130, Marion County

Fish passage must be maintained on "D" River and Simmons Creek projects.

The projects are approved provided standard precautions are used to prevent silt loads and pollution in the streams.

Sincerely,

Burt Carnegie

BURT CARNEGIE
HYDRAULICS ENGINEER

cc: Oregon State Game Commission

RECEIVED
MAY 2, 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 22 1969

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
PENDLETON

S-569(1)
7316

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 21, 1969

Mr. John A. Anderson
Director of Public Works
Marion County Courthouse
Salem, Oregon 97301

Dear Sir:

There are two points of concern regarding the Silverton Intertie Bridge over Silver Creek. One point is the designed width of the structure, and the other point is a conflict between EDA and FAS funds.

In view of the development of highway safety standards, the Bureau of Public Roads has taken a firm stand against approving substandard design features on Federal-aid Secondary road projects. The BPR has indicated that they could not approve the 32' width for the Silver Creek Bridge based on the following reasons:

1. Traffic projections (2125 ADT) indicate that construction of a Class B Highway with 2-12' travel lanes and 10' paved shoulders is compatible to our Secondary Road Plan Standards.

2. Standard width of structures for Class B Highways is a minimum of 44'.

3. Safety standards require that structure width be equal to the traveled way plus full shoulders. For the Silver Creek Bridge to be any less than the top width of your intertie route would be a definite hazard to the traveling public on this highly traveled urban arterial.

We therefore cannot design a structure in this particular instance which would be substandard in width and which the Bureau of Public Roads has indicated they would not approve.

In regard to the construction of the Intertie with a grant from the Economic Development Administration, we have been informed that the policy of EDA is not to issue grants for any project on the Federal-aid highway system. Under these circumstances we will not, at this time, reroute FAS 130 over the Intertie in order not to jeopardize your EDA grant approval. You are apparently faced with the dilemma of either having an FAS project without the EDA project or an EDA project without the FAS project; you obviously cannot have both at the present time.

Copy - Merchant
4-22-69

NOTED
TOM EDWARDS

In view of the above, we are suspending further activity on the Silver Creek Bridge until we hear from you on the matter of bridge width and the funding of the Intertie construction.

Very truly yours,

H. S. Cox
County and City Engineer

By

R. H. Prange
Field Engineer

RHP:eb

bc Tom Edwards
F. B. Klabee
D. J. Barbee
L. H. Young
F. D. Morgan
G.C. Wills
H. D. Asberry

RECEIVED
APR 21 1969
OFFICE OF
STATE HIGHWAY ENGINEER

APR 16 1969

S-569(1)

7316

PREFIX NO. 524-1435

LOCATION PROSPECTUS
SILVER CREEK BRIDGE SECTION
SILVERTON INTERTIE FAS 130
MARION COUNTY

HIGHWAY: Silverton Intertie. Federal-aid Secondary No. 130.

LOCATION: Approximately 1700 feet downstream from existing Main Street Bridge and immediately upstream from S.P.R.R. structure.

PROGRAM: 1969 FAS-C funds.

NARRATIVE: Make field location and bridge vicinity map and prepare plans, specifications and cost estimates for construction of a bridge across Silver Creek. Marion County will construct the approaches. Reconnaissance will not be needed. Soils and foundation tests will be conducted. High water data will be investigated to see if design of project will be affected.

CHARACTERISTICS: Present ADT 1250; projected ADT 2125.

BRIDGE: Proposed structure to have 32-foot horizontal clearance with 5-foot sidewalk on upstream side.

AGREEMENTS: Routine county FAS-C project. Agreements with the City of Silverton is obligation of Marion County.

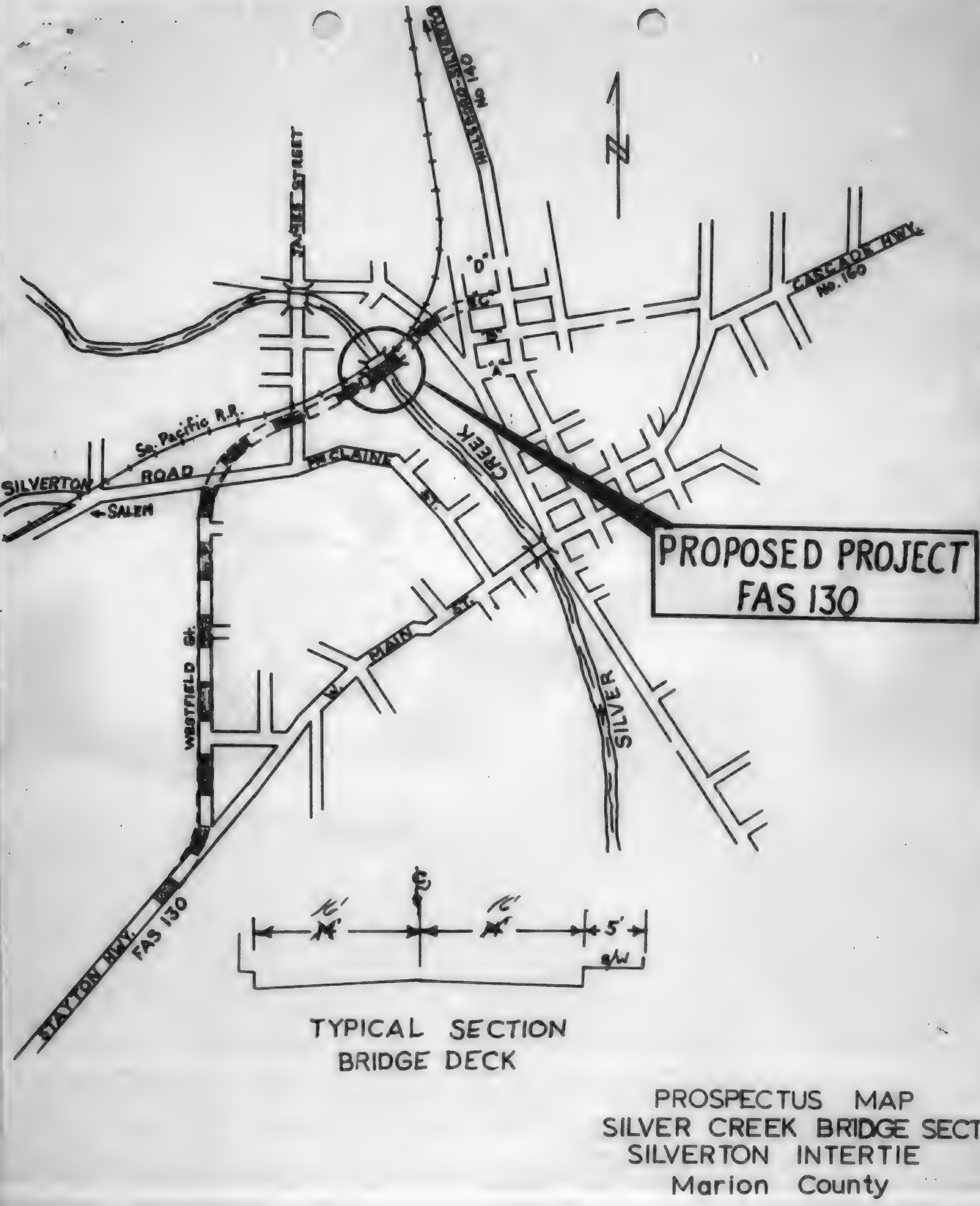
Attach
April 14, 1969

Fish Commission
R.D. Asburry (4)
F.B. Klaboe
F.B. Crandall
Ivan Merchant (4)
L.H. Young
H.S. Cox (2)
V.J. Johnson
Jack Rowland
F.E. Terpin

Game Commission
Forrest Cooper
V.D. Wolfe
F.L. Hall
D.H. Moehring (3)
J.M. Cartwright (2)
B. L. Gifford
A.D. Olson
Robert Royer
O.C. Turner

Bureau of Public Roads (3)
Tom Edwards
D.J. Barbee
E.S. Hunter
F.D. Morgan
R.N. Chase
W.N. Hackleman
R.E. Olson
W.H. Tebeau
F.W. Yarbrough (2)

RECEIVED
APR 16 1969
OFFICE OF
STATE HIGHWAY ENGINEER



TYPICAL SECTION
BRIDGE DECK

PROSPECTUS MAP
SILVER CREEK BRIDGE SECT.
SILVERTON INTERTIE
Marion County

July 1967

FAS 130
Marion Co.

NOTED
H. S. COX

Fred W. Hill, Member
Helix

July 19, 1967

Mr. John Anderson
Director of Public Works
Marion County Courthouse
Salem, Oregon 97301

NOTED
P. B. Armstrong

Dear Sir:

Enclosed is a letter from F. D. Morgan, Construction Engineer, relative to the Silver Creek Bridge on FAS 130 in Silverton, which I believe is quite self-explanatory.

Pursuant to the enclosed report of the AASHO Traffic Safety Committee on Highway Design and Operational Practices Related to Highway Safety the Highway Department is up-grading its structural standards as to widths and lateral clearances. Please note that our standards now show a minimum width of 32 feet; however, the most desirable bridge width is equal to either the traveled way plus full shoulders or the street width from curb to curb, thus providing the optimum in safety to the traveling public.

We note in your request form that, based on an anticipated ADT of 2,000 vehicles, you intend to construct a Class B roadway with 24 feet of traveled way and 8 foot shoulders. We don't feel that the County would be satisfied with the end result by constricting this proposed 40 foot roadway into a structure of lesser width. We therefore, strongly urge that you exercise your option in choosing a structure of optimum width rather than the minimum. You might even consider a bridge of sufficient width to convert to four lanes of travel in the event future traffic exceeds presently estimated capacities.

Very truly yours,

H. S. Cox
County and City Engineer

By

Robert H. Prange
Field Engineer

RHP:mr

cc: F. B. Klaboe
F. D. Morgan
R. B. Asbury

NOTED
HAROLD
REYNOLDSON

NOTED
R. H. PRANGE

NOTED
MAINOR C. HOLMES

NOTED
DON HARWELL

FORM B-30 50M 10-65

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 14, 1967

SUBJECT: Silver Creek Bridge
Silverton Intertie FAS 130
Marion County

To:

Mr. H. S. Cox
County-City Engineer
BUILDING

Please be advised that survey work on bridge vicinity map, subject bridge, will not be approved until agreement is reached for construction of not less than 32-foot wide structure. — request of F.B. Klaboe

F D Morgan

F. D. Morgan
Construction Engineer

FDM:fw

cc: F. B. Klaboe
R. D. Asburry

RECEIVED
JUL 17 1967
ENGINEER
COUNTY & CITY DIVISION

NOTED
R. H. PRANGE

NOTED
DON HARWELL

FAS 130
Marion Co

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 11, 1967

NOTED
H. S. COX

SUBJECT: Silver Creek Bridge Section
Silverton Intertie
Marion County FAS

To: Mr. F. D. Morgan
Construction Engineer
Office

Attention: Mr. J. E. Morelock

Herewith for your consideration Authority for Survey together with location prospectus map, etc., covering the subject property which is an approved Marion County FASC Project.

28' ?
Klaboe demands
32' minimum

R. D. Asburry
R. D. Asburry
Division Engineer

RDA/bdr
Attach.

RECEIVED
JUL 13 1967
ENGINEER
COUNTY & CITY DIVISION

NOTED
P. B. Arensmeier

NOTED
HAROLD REYNOLDSON

NOTED
RICHARD UNREIN

NOTED
R. H. PRANGE

NOTED
MAINOR C. HOLMES

NOTED
DON HARWELL

FORM [illegible] SP*20811-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
H. S. COX

Salem, Oregon
June 20, 1967

SUBJECT: Silver Creek Bridge Section
Marion County FAS 130

To:

Mr. Kenneth Wolfe
Resident Engineer
State Highway Department
Salem, Oregon

Attached please find a copy of tabulation with map attachments describing the subject project.

Will you please prepare an authority for survey together with location prospectus, etc. on the subject property and plan for performing the necessary work in preparing a vicinity map for this structure as soon as your work load will permit.

R. D. Asburry

R. D. Asburry
Division Engineer

RDA/bdr
cc: F. D. Morgan
cc: J. E. Morelock
✓cc: H. S. Cox

RECEIVED
JUN 21 1967
ENGINEER
COUNTY & CITY DIVISION

NOTED
HAROLD
REYNOLDSON

NOTED
RICHARD UNREIN

NOTED
P. B. [illegible]

NOTED
H. PRANGE

NOTED
MAINOR C. HOLMES

NOTED
ON HARWELL

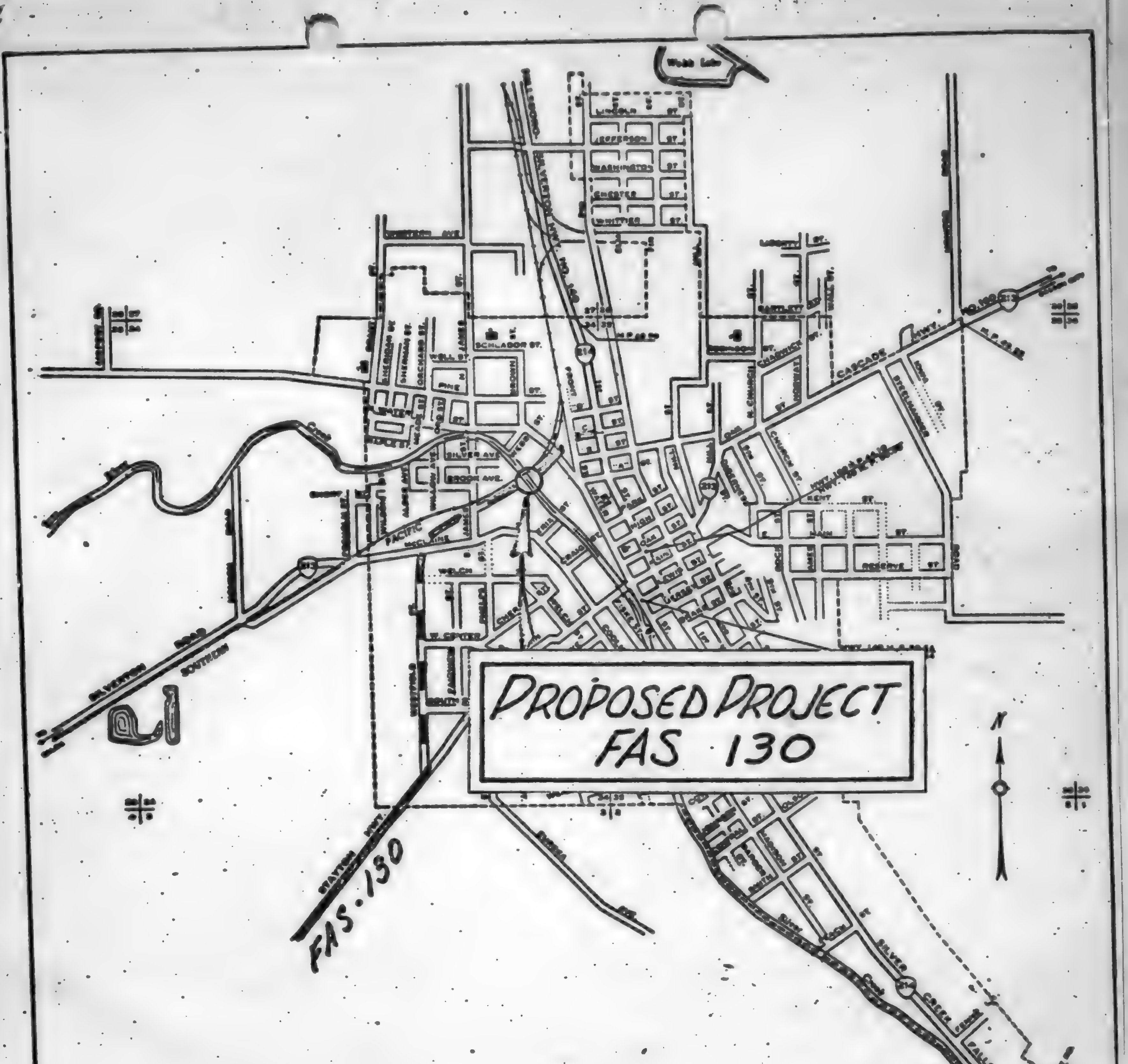
MARION COUNTY
PROPOSED PROJECT (1968 Funds)

FAS 130, Silverton Intertie: Silver Creek Bridge, structure, 100 feet long approximately, $60,000.

The county requests a 28-foot structure with 5-foot sidewalks on the upstream side. This bridge is on a new intertie route through Silverton. County will construct approaches and connections. In the future there may be a 6-inch water main attached to the structure. Light posts and conduit are to be placed by the contractor. County will acquire any necessary right-of-way.

HIWAY COMMISSION
APPROVED ON
JUN - 8 1967

67-d
5/24/67


PROPOSED PROJECT
FAS 130
FAS-130
STAYTON HWY.
SILVERTON ROAD
SOUTHERN PACIFIC
CASCADE HWY.
LINCOLN ST.
JEFFERSON ST.
WASHINGTON ST.
CHESTER ST.
WHITTIER ST.
SCHLADOR ST.
PINE ST.
SILVER AVE.
BROOK AVE.
WELCH
KENT ST.
RESERVE ST.
SILVER CREEK FALLS HWY.
N
SIGNED ROUTES
LEGEND
Post Office
Public Bldg.
City Hall
School
Court House
R. R. Depot
Armory
Library
Street open for travel
Street dedicated but not open.
City Limits
SILVERTON
MARION COUNTY, OREGON
OREGON STATE HIGHWAY DEPARTMENT
U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
Scale in Feet
Revised July 1956

JOHN A. ANDERSON, P. E.
DIRECTOR OF PUBLIC WORKS
AND COUNTY ENGINEER

NACE
CHARTER MEMBER

OFFICE OF ENGINEER
COUNTY OF MARION
COURTHOUSE
AREA CODE 503 364-4401, EXT. 53
SALEM, OREGON 97301

THEO. KUENZI
ASST. COUNTY ENGINEER

FAS 130
Marion County

Intertie in
City of Silverton

May 18
1967

NOTED
H. S. COX

County-City Relations
Oregon State Highway Department
Salem, Oregon 97310

Re: FAS No. 130

Gentlemen:

Please advise the State that we are acquiring the right-of-way for this bridge by deed. Negotiations should be completed within 30 days. If not, then condemnation will be instituted.

We are requesting a 28-foot bridge width, which we think will be entirely adequate for this intertie, as the projected usage will probably be around 2,000 vehicles per day only. I would make a special request that the State approve the 28-foot width.

Our first phase of construction of the intertie should take place during the 1968 calendar year which would include the bridge and the connection between James Street and Water Street. The remainder of the intertie will probably not be installed until 1969, due to the long period of negotiation necessary with the Southern Pacific Company to cross their property, and also to arrive at some final decision as to the connection at Westfield and McClaine.

Very truly yours,

John A Anderson

John A. Anderson
Director of Public Works

County again thru John Anderson on 6/1/67 emphisized their request for a 28 foot structure.

R H Prange

JAA:s
Encl.

Copy to:- Ivan Merchant
R. D. Asburry
Ben Gifford
F. D. Morgan

$150,000, 1969 fiscal year funds 6/1/67
available for programming

RECEIVED
MAY 19 1967
ENGINEER
COUNTY & CITY DIVISION

NOTED
P. B. Arensmeier

NOTED
R. H. PRANGE

NOTED
HAROLD
REYNOLDSON

NOTED
MAINOR C. HOLMES

NOTED
DON HARWELL

BRIDGE PROJECT REQUESTED BY MARION COUNTY Date May 16, 1967

Is this to be a County project? Yes No
Is this to be an FAS-C project? [✓ Yes] No

NOTE: For County Road projects, County is required to pay for all items marked with an asterisk.

For FAS projects omit questions marked with an asterisk.

1. County Road Name Silverton Intertie

FAS Number 130

2. Name of river or stream Silver Creek

3. Name of bridge

4. Location (Please attach map with location marked):

Section 34 Township 6 S. Range 1 West W.M.

5. Desired width of bridge (Width of traveled way on FAS structures shall be 32' unless specified otherwise by County): ~~28~~ feet Letter from County
48' (between curbs) – John Anderson by Phone May 2, 1969

6. Are sidewalks desired? [✓ Yes] No

7. Width of sidewalks 5 feet

8. Is sidewalk desired on upstream side of bridge? [✓ Yes] No

9. Is sidewalk desired on downstream side of bridge? Yes [✓ No]

10. Does County wish a particular type of bridge design? Yes [✓ No]

If "Yes," explain type desired:

11. Will County furnish any materials for bridge? Yes [✓ No]

Explain:

*12. Does County wish State Highway Department to run survey and prepare vicinity map at County expense? Yes No

13. Will County run survey and furnish vicinity map? Yes [✓ No]

14. Will County furnish foundation data? Yes [✓ No]

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MAY 19 1967
ENGINEER
COUNTY & CITY DIVISION

(ccr-61-a, Rev. 1966)

*15. Does County wish State Highway Department to make foundation tests at County expense? ___Yes ___No

16. Can road be closed during construction? _x_Yes ___No

17. Will detour be required? ___Yes _x_No

18. Will detour be constructed and maintained by County? ___Yes ___No

19. Will detour be constructed and maintained by contractor? ___Yes ___No

20. Will County construct approaches or connections? _x_Yes ___No

21. Will contractor construct approaches or connections under contract? ___Yes _x_No

22. State width of traveled roadway: 24 feet Width of shoulders: 8 feet

23. Will additional right-of-way be required? ___Yes _x_No
NOTE: Right-of-way costs must be paid by County.

24. Will additional right-of-way be acquired by deed ___, resolution___?

25. Does County wish State to prepare option forms for County's use in acquiring right-of-way? ___Yes ___No

26. Will old bridge remain in place? ___Yes ___No This is new location

27. Will old bridge be removed by contractor? ___Yes ___No

28. Will old bridge be removed by County? ___Yes ___No

29. Does County wish old bridge salvaged for future use? ___Yes ___No

*30. If project is County bridge, does County wish State Highway Department to furnish construction engineering and inspection at County expense?

___Yes ___No

31. Does County wish State Highway Department to advertise and accept bids?

_x_Yes ___No (If County project, bids must be referred to County for County to award contract.)

32. Does County wish lightpost bases and conduit installed? _x_Yes ___No

33. Does County wish complete job of illumination in project? ___Yes _x_No

34. Will any of the following utilities be attached to this structure?

(a) Water mains: ___Yes ___No Size 6" future crossing

(b) Sanitary sewer mains: ___Yes x No Size________

(c) Storm sewer: ___Yes x No Size________

(d) Gas mains: ___Yes x No Size________

(e) Power lines: ___Yes x No

(f) Telephone lines: ___Yes x No

(g) Other utilities? ____________________

35. What is desired date for letting? Contact John Anderson for date,

Remarks we are in the midst of negotiations with the two property owners involved. Hopefully the matter can be settled within 30 days, after which time I will advise. JAA

By Pat McCarthy
County Judge or Comm. Chairman

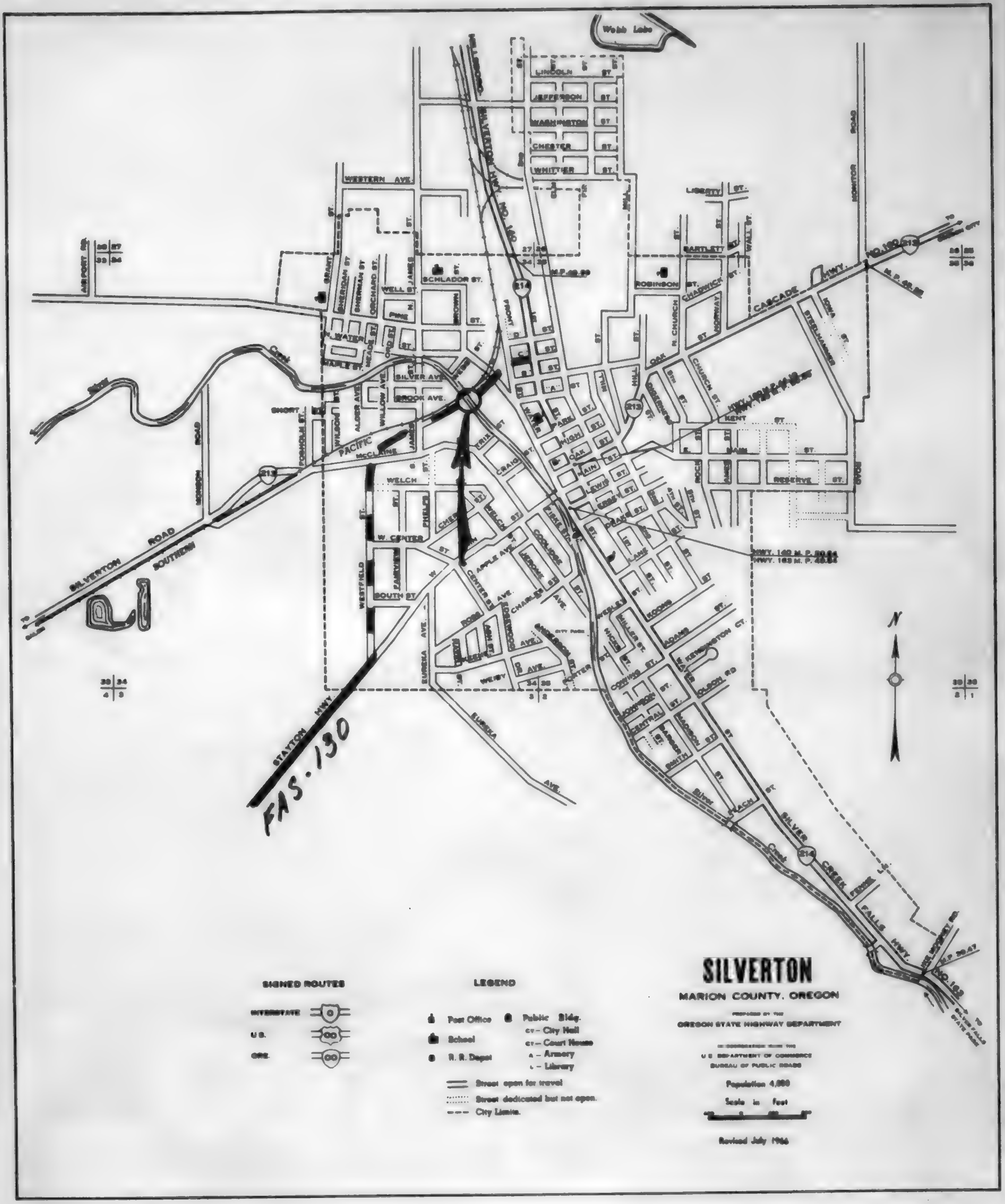
By Harry Carson
County Commissioner

By Henry C. Mattson
County Commissioner

By John A. Anderson
County Engineer or Roadmaster

COUNTY Marion

Date May 17, 1967



SIGNED ROUTES

INTERSTATE
U.S.
ORE.

LEGEND

Post Office
School
R. R. Depot
Public Bldg.
CY – City Hall
CT – Court House
A – Armory
L – Library
Street open for travel
Street dedicated but not open.
City Limits.

SILVERTON

MARION COUNTY, OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT

IN COOPERATION WITH THE
U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Population 4,800

Scale in Feet

Revised July 1966

Sheet 1 of 2

OREGON STATE HIGHWAY DEPARTMENT

Department of County and City Relations

ROAD LOG DATA SHEET

Location Marion County Logged by John F. Hageman Car No. 49-65

Road or Street FAS 130 Recorder JFH

Date 6-26-51 Weather clear & sunny Project

M. P.	Length	Width	Type	Condition	Remarks
0.00		City St. Sect. Est. 30'			Jct. FAS 147 in Silverton
	0.11	Asph. conc. curb to curb. Conc. curbs. Condition Fair.			
0.11					
	0.19	City St. Sect. Est. 30' P.C. Conc. curb to curb Condition good			
0.30					
2.25		Rdbd --	26'-34'		Rd. Jct. at Evergreen Sch. Rd. Right
3.04		Surf.--	Old A.C. Pv. 16' wide Condition poor to fair		Conc. Bridge, Est. 50' long, ok
5.00	6.40	Minimum need is patching & resealing. Riding condition			Road Right to Pratum
5.42		ok but badly checked. Will probably go in 2 to 3 years			Road Left to Victor Point
6.70		if something isn't done.			
6.80					Road Right to Oakridge & Salem
6.98		Rdbed--	26'-36'		Road Left to Victor Point
7.98	1.87	Surf.--	Old A.C. Pv. 16' wide with Bit. Surf. Treat.		Road Right to Salem
8.16			Condition good to fair.		Road Left to Lincoln Hill Grange
8.57					
	0.95	Same as	M.P. 0.30	- 6.70	
9.52					
	0.59	Same as	M.P. 6.70	- 8.57	
10.11					

Sheet 2 of 2

OREGON STATE HIGHWAY DEPARTMENT

Department of County and City Relations

ROAD LOG DATA SHEET

Location Marion County Logged by John F. Hagemann Car No. 49-65

Road or Street FAS 130 Recorder JFH

Date 6-26-51 Weather clear & sunny Project

M. P.	Length	Width	Type	Condition	Remarks
10.11					
	0.66	Same as	M.P. 0.30	- 6.70	
10.77					Jct. Route 214
12.05					Tbr. Br. Est. 20' long. Deck condition fair.
12.09	2.47	Same as	M.P. 6.70	- 8.57	" " " " " " " "
13.24					Jct. FAS 121 in Sublimity
(13.20 official mileage)					

NOTES: Alinement satisfactory; however, if construction project were planned, some horizontal curves could be flattened.

Rolling country.

Road follows ground line.

Large and some medium farms. Mostly crops.

This route could stand a project for either widening and resurfacing or resurfacing only.

4-1604 Marine Drive at Portway on the 1969
Oregon Coast Hwy. in Astoria
#7317 (Traffic signals)

ClA 3831

RECEIVED
JUL 2 - 1970
FOR FILING

4-1604
7317

June 30, 1970

United Pacific Insurance Co.
Fidelity & Surety Department
P. O. Box 1216
Tacoma, Washington 98401

Gentlemen:

A post-final payment for $40.15 will be made to Steeck Electric Company on Contract No. 7317 for traffic signal installation on Marine Drive at Portway in Astoria on the Oregon Coast Highway in Clatsop County as soon as the warrant is prepared.

The total amount paid on this contract will be $10,515.15 including the post-final payment. Of the total, $40.15 is for force account.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

sj

cc United Pacific Ins. Co.
P. O. Box 1788
Eugene, Oregon 97401

Steeck Electric Co.
P. O. Box 1243
Medford, Oregon 97501

bc Frank Morgan
Ivan Merchant
V. E. Skoog
Attn: John Herr
R. D. Asburry

4-1604

RECEIVED
JUN 22 1970
FOR FILING

4-1604

7317

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 18, 1970

To: MEMO TO THE FILES

SUBJECT: Alleged Malfunctioning
Traffic Signals
Intersection of Marine Drive and Portway
Astoria
Oregon Coast Highway

Wednesday, June 17 received a call from Astoria City Manager Dale Curry who seemed to be quite perturbed about the functioning or malfunctioning of the subject signals. He said ever since the acceptance by the City, the signals had not operated properly and the City forces were unable to correct this. He indicated that the City was "tired" of the State Highway turning over to them for maintenance and operation facilities which did not function properly and which it was difficult to get additional parts for. He said he was sending a "hot" letter to the Highway Division regarding this but also a strong blast against the Highway Division was coming out in the local newspaper.

I contacted Bob Judson and asked him if he would make an inspection of these signals on his next trip to Astoria which he said would be Thursday, June 18. He said he would and contact Dale Curry at the same time.

Thursday, June 18 Resident Engineer Weber informed this office that Mr. Gossach of Econolite had inspected this facility on Wednesday, June 17 in company with some of the City forces. He seemed to think that the trouble was in the pedestrian switch which would collect moisture and activate it even though the button had not been pressed. The City forces were going to do further sealing on the switch box. Hopefully this would make the lights function properly.

I advised Bob Judson of this and he said he would also look at these facilities on the 18th but would not contact Mr. Curry. I asked Weber to forward all the information he had regarding the signals to Mr. Curry.

R. D. Asburry
R. D. Asburry
DIVISION ENGINEER

RECEIVED
JUN 19 1970
OFFICE OF
STATE HIGHWAY ENGINEER

RDA/cg

cc: Tom Edwards ✓
F. B. Crandall
Bob Judson
Loren Weber

NOTED
TOM EDWARDS

RECEIVED
JUN 17 1970
FOR FILING

4-1604
1317

June 17, 1970

Mr. Dale F. Curry
City Manager
1095 Duane Street
Astoria, Oregon 97103

Dear Mr. Curry:

On June 4 you wrote to Mr. Loran Weber, Resident Engineer, accepting the traffic signal installation at the intersection of West Marine Drive and Portway. You also mentioned that you hope the traffic signals are of a standard design.

The equipment for this installation was furnished by the Econolite Corporation, and all of the equipment is of standard design. Maintenance manuals and other maintenance information were left in the control cabinet. A representative of Econolite left his name and telephone number with the City Engineer and will be available in case any trouble should develop.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
V. D. Wolfe
F. B. Crandall
R. D. Asburry

VPJ:bls sr

CITY OF ASTORIA OREGON
FOUNDED 1811

OFFICE OF THE CITY MANAGER
1095 DUANE STREET.
325-5821

2 F.C.

JUN 8 1970
ROUTING
ASBURRY ☐ WIMER ☐ BOYD ☐
CANFIELD ☑ ☐ ☐

June 4, 1970

Mr. Loren Weber, Resident Engineer
Oregon State Highway Department
705 W. Marine Drive
Astoria, Oregon

Dear Mr. Weber:

The City of Astoria will accept the traffic light installed recently at the corner of Portway and West Marine Drive. The City Engineer informs me that the light is operating properly at this time. I do hope that the light installed is of standard design so that we will be able to secure parts in the future. We have had experience with the Highway Department where they have put in odd-ball equipment and turned it over to the community and then the community finds that parts are extremely hard to get, if we were able to get them at all. This leaves a pretty sour taste in any community's mouth and I hope that this is not the case with the Portway light.

Sincerely yours,

THE CITY OF ASTORIA

Dale F. Curry

Dale F. Curry
City Manager

DFC:pr
cc: Bruce J. Clausen, City Engineer

NOTED
LE GEORGE

JUN 11 1970

CC: Construction
Bridge
County & City 6-9-70 cg
Secretary

cc Val Johnson & Loren Weber — Johnson is to reply GW

RECEIVED
JUN 17 1970
FOR FILING

4-1604
7317

June 17, 1970

United Pacific Insurance Co.
Fidelity & Surety Department
P. O. Box 1216
Tacoma, Washington 98401

Gentlemen:

Contract No. 7317 awarded to Steeck Electric Company for a traffic signal installation at Marine Drive at Portway in Astoria on the Oregon Coast Highway in Clatsop County was completed on May 18, 1970, and accepted by the Highway Commission on June 16, 1970.

Final payment in the amount of $523.75 will be released to the contractor after June 24, 1970. The total contract amount is $10,475.00 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

aj

cc Steeck Electric Co.
P. O. Box 1243
Medford, Oregon 97501

United Pacific Ins. Co.
P. O. Box 1788
Eugene, Oregon 97401

bc Frank Morgan
Ivan Merchant
W. E. Skoog
Attn: John Herr
R. D. Asburry

RECEIVED
JUN 17 1970
FOR FILING

4-1604
7317

June 16, 1970

Oregon State Highway Commission

Gentlemen:

Work was completed May 18, 1970, on Contract No. 7317. The contract was with Stoeck Electric Company and was for a traffic signal installation at Marine Drive at Portway (Astoria) on the Oregon Coast Highway in Clatsop County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective June 16, 1970, and that you concur in this procedure at the Commission meeting on July 7.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Tom Edwards
F. B. Klaboe
V. D. Wolfe
V. E. Skoog
Ivan Merchant
F. D. Morgan
L. H. Young
R. D. Asburry

srb sr

4-1644
7317

FORM E-1 (REV. 12-64)
OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Marine Drive at Portway
WEEK ENDING: May 23, 1970
SECTION PREFIX: 4-1604
HIGHWAY: Oregon Coast
COUNTY: Clatsop
NAME OF JOB: Traffix Signal Inst.
KIND OF WORK: Traffic Signal
CONTRACTOR: Steeck Electric Company
CONTRACT NUMBER: 7317
FEDERAL AID PROJECT NUMBER: State
DATE OF CONTRACT: 12-20-69
DATE WORK STARTED: 3-2-70
ESTIMATED COMPLETION DATE: May 19, 1970
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 2 SUPERVISION: 1
SPECIFIED WORK DAYS
SPECIFIED CALENDAR DAYS 180
SPECIFIED COMPLETION DATE
WORK DAYS USED
CALENDAR DAYS USED 150
PERCENT OF TIME ELAPSED 83
PROJECT AUTHORIZATION: $ 12, 108.37
EXCLUSIVE OF ENGINEERING: $ 11,050.87
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 10,755.00
ESTIMATED PERCENT: UNDERRUN 3.6%
ENGINEERING AUTHORIZATION $ 1,057.50
ENGINEERING COST TO DATE $ 921.88
PERCENT OF AUTHORIZATION 87%
PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 100
PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION 96.4
DATE PROJECT WAS COMPLETED: May 19, 1970

ESTIMATED PERCENT COMPLETE (ROADWORK) Semi-Final est. sent to Div. Off.

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY		1		
MONDAY	Fair	1		Job completed
TUESDAY	Cloudy			
WEDNESDAY	Cloudy			
THURSDAY	Cloudy			
FRIDAY	Cloudy			
SATURDAY				

RECEIVED
MAY 2[illegible] 1970
CONSTRUCTION
DIVISION

Routing
Johnson
Swan
Glenn
Litchfield
Gallagher
Stein

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
5-18 Fair MONDAY	Mr. Zirbes of the Traffic Department, Mr. Gessack of Econolite, Mr. White of Steeck Electric Company and I checked out the light in the P.M. and found it to be operating satisfacterily. I placed an item in the local paper as well as some spot announcements on the local radio stations to publisize this for traffic safety.
5-19 Cloudy TUESDAY	The sign crew placed ~~xxxx~~ two " Signal Ahead " signs and the striping crew did some pavement marking.
WEDNESDAY	Semi-Final Estimate mailed to Salem today
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

SIGNED Loren Allber LOCATION Astoria

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F216

DEC 24 1969

FOR FILING

4-1604
7317

December 24, 1969

Steuck Electric Co.
P. O. Box 1243
Medford, Oregon 97501

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract No. 7317 for traffic signal installation on Marine Drive at Portway (Astoria) on the Oregon Coast Highway in Clatsop County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

Enclosure

cc: United Pacific Insurance Co., Portland, Eugene and Tacoma
D. J. Barbee
F. D. Morgan
I. D. Merchant
R. D. Asburry
Loren Weber

RECEIVED
JAN 27 1970
FOR FILING

4-1604

7317

Bid
Nov 13

December 9, 1969

Steck Electric Co.
P. O. Box 1243
Medford, Oregon 97501

AGENDA
DEC 23 1969
3 l

Gentlemen:

The State Highway Commission on November 18, 1969, accepted your proposal for traffic signal installation on Marine Drive at Portway in the city of Astoria on the Oregon Coast Highway in Clatsop County for the sum of $10,475 and referred it to the State Highway Engineer with authority to award the contract as soon as approval of the City of Astoria was received and the sum of $6,050 was deposited by the City.

These conditions were fulfilled and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 7317.

Enclosed are three copies of this contract. Two of these copies should be signed on the contract and bond pages and returned to this office for completion. Please follow exactly the instructions given on the blue slip attached to the contract.

The third copy of the contract stamped "Advance Copy to be Retained by Contractor" is furnished for your information pending receipt of a fully executed copy.

The calendar day count on this contract will begin December 29, 1969.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cr
Enclosures

bc: Pacific Builder & Engr., Inc., Seattle, Wash.
Daily Journal of Commerce, Seattle, Wn., & Portland, Ore.
F. D. Morgan
I. D. Merchant
D. J. Barbee
William Geibel (SAIF)
R. D. Asberry
Loren Weber

NOV 12 1969
FOR FILING

4-1604
7317

HP
9-30-69

October 2, 1969

City of Astoria
City Hall
Astoria, Oregon 97103

MISC. CONTRACTS and AGREEMENTS No. 5831

7803

Attention: Dale F. Curry
City Manager

Gentlemen:

Attached for your records is a fully executed copy of an agreement for installation of traffic signals at the intersection of West Marine Drive and Portway Avenue in your city.

We have retained a fully executed copy of this agreement for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

fkm
Attachment

cc F. B. Crandall
(agreement conformed)

Called Ext 1507
Div II Maintenance
Mr. Canfield
said West Marine
Drive is the
Oregon Coast
Highway +
Portway avenue
is a side street
crossing it
R
10-28-69

RECEIVED
SEP 24 1969
FOR FILING

4-1604
7317

Case Referenced To:
[illegible]
[illegible]
[illegible]

7771

September 24, 1969

Oregon State Highway Commission

Gentlemen:

An agreement has been executed with the City of Astoria for the installation of two-phase, fully actuated traffic signals at the intersection of West Marine Drive and Portway Avenue in Astoria.

This agreement provides that the State shall do the work, with the City agreeing to pay one-half the cost, maintain the installation and pay for all electrical energy. The total estimated cost of this project is $16,000 with the State's share ($8,000) to be taken from Minor Betterment Funds.

Your approval of the agreement and authorization for the Secretary to sign is recommended.

This matter will be on the agenda for your consideration at the September 30 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Tom Edwards
V. D. Wolfe
F. B. Crandall
E. S. Hunter
H. S. Cox
V. E. Skoog
J. J. Oix
R. D. Asburry
VPJ:njc sr

RECEIVED
FEB 18 1969
FOR FILING

4-1604
7317

Cross Reference to:
Maint
Traffic
Parking

February 17, 1969

The Honorable George F. Cole
State Representative
House of Representatives
State Capitol
Salem, Oregon 97310

7771

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe (Ref. 8423)
F. B. Crandall (enc.)
R. B. Sipprell (enc.)
R. D. Asburry (enc.)

Dear Representative Cole:

I have your recent letter concerning the problem of traffic signals on West Marine Drive and Portway Avenue in Astoria.

This matter has been under negotiation with the City of Astoria for some time and is scheduled to go forward when the parties involved (the State and the City) have funding available.

It is assumed that this will be early in the coming fiscal year.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

cc The Hon. William Holmstrom
State Senator

Mr. Rees B. Williams
Assistant Manager
Port of Astoria

Mr. Dale Curry
City Manager
City of Astoria

HOME ADDRESS
GEORGE F. COLE
2003 CEDAR STREET
SEASIDE, OREGON 97138

CLATSOP COUNTY

COMMITTEES
MEMBER:
JUDICIARY
FISH AND GAME
FINANCIAL AFFAIRS

HOUSE OF REPRESENTATIVES
SALEM, OREGON
97310

February 13, 1969

Mr. Forrest Cooper
State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon 97310

Dear Mr. Cooper:

I am in receipt of a copy of a letter forwarded to you on February 12 by Mr. Rees B. Williams, Assistant Manager of the Port of Astoria, concerning installation of a traffic signal at a certain intersection.

I would appreciate if you would advise me concerning your investigation and anticipated action by your department.

Very truly yours,

George F. Cole
Representative

GFC:am
CC: Mr. Rees B. Williams

RECEIVED
FEB 14 1969
OFFICE OF
STATE HIGHWAY ENGINEER

COMMISSIONERS:
J. FRANK HOAGLAND, PRESIDENT
JAMES T. CAMPBELL, V. PRESIDENT
HOWARD B. JOHNSON, SECRETARY
RUSSELL FLUHRER, TREASURER
ALBERT E. RISSMAN, ASST. TREASURER
C. E. HODGES, GEN. MANAGER
R. B. WILLIAMS, ASST. MANAGER

THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

February 12, 1969 8423

REFERRED TO
Edwards
BY DEPUTY STATE HIGHWAY ENGINEER

Bud George looked into this

Mr. Forrest Cooper
State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon 97310

Dear Mr. Cooper:

On March 15, 1968 the Port of Astoria appealed to the Highway Department regarding the installation of a traffic signal at the intersection of West Marine Drive and Portway Avenue in Astoria, Oregon. Improved ingress and egress from and to the Port of Astoria terminals was also requested.

Activities at the Port of Astoria have increased greatly since that time and it is felt that this traffic problem is becoming more acute and that a serious accident might occur in this area.

Is there the possiblity that this important matter might be discussed in detail at a future date? The Port of Astoria and the City of Astoria would pay a fair share of the cost of purchase and installation of the signal.

We would appreciate an opportunity to discuss this matter with you or your representatives at the earliest possible date so that this matter might be resolved.

Yours very truly,

PORT OF ASTORIA

Rees B. Williams
Rees B. Williams
Assistant Manager

RBW:m
cc: Senator William Holmstrom
Representative George Cole
Mr. Dale Curry, Astoria City Manager

RECEIVED
FEB 13 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 15 1968

4-1604
7317

Cross Referenced To:
Maint
Traffic
Parking

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
~~March 21, 1968~~
7-15-68

To: MEMO TO FILE

SUBJECT: Proposed Improvements
Marine Drive - Astoria

NOTED
R. L. PORTER

This letter is to advise the file that the Traffic Division is in the process of updating existing traffic data and preparing a report on the possible improvements for Marine Drive in Astoria.

The writer will contact Senator Dan Thiel some time during the week of the 25th of March to discuss with him this matter. The Department has studied this section in the past, and the new report will be based on an update of the existing data collected in the past studies.

ORIGINAL SIGNED BY L. E. GEORGE

L. E. George
Assistant Traffic Engineer

LEG:mk

cc: R. L. Porter ✓
Tom Edwards
R. D. Asburry

7-15-68
Matter is in hands of city
RLP

RECEIVED
MAR 22 1968
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 24 1968
FOR FILING
4-1604
7317

May 22, 1968

6436

Mr. Dale F. Curry
City Manager
City Hall
Astoria, Oregon 97103

Dear Mr. Curry:

As indicated in correspondence earlier this year, we have completed a rather thorough traffic study of Marine Drive from Second Avenue west to Hamburg Avenue. The study was undertaken at the request of various businesses located north of Marine Drive in the section mentioned above. We advised you in a letter dated April 1, 1968 that this study was being conducted and that you would be advised of the results upon its completion.

Briefly, the traffic data analysis indicates that traffic signal installations at the intersections of Marine Drive with Bond and Columbia and at Marine Drive with Portway would improve operating conditions on this section of highway.

The estimated cost of these two traffic signal installations is $34,000. It is the recommendation of the Highway Department that the City and the State enter into a cooperative agreement to install these traffic signals, on the basis that the above-mentioned cost will be shared equally between the City and the State and that the City of Astoria assume all future costs of power and maintenance. These two signal installations could be scheduled at such time as the City and the State are in a financial position to proceed with the work. The State will not be able to schedule any work this year.

In addition to the traffic signal installations, it is recommended that parking be prohibited on both sides of Marine Drive from Seventh Street to 200 feet west of Second Street, and that this section of highway be marked for four moving lanes of traffic.

The analysis of the traffic data also indicates that a street located north of Marine Drive should be built from Columbia Avenue to Hamburg Avenue. This facility, which would be a city street, would greatly improve the safe and efficient flow of traffic and commerce through the area.

We are attaching a copy of the complete report and traffic data for your detailed examination.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

Attachment

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. B. Crandall
R. D. Asburry

LEG:mk/TE:ja

FORM 2-30 80M 10-65

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
May 9, 1968

SUBJECT: Traffic Investigation
Second Avenue-Hamburg Avenue
Section
Marine Drive (US30-US101)

Assignment TE 6436

To: Tom Edwards
Assistant State Highway
Engineer
BUILDING

Attached is a report involving Marine Drive in Astoria from the west end of the one-way couplet out to the channelized intersection at Young's Bay Bridge.

We have recommended two traffic signals, some parking prohibition to allow four moving lanes of traffic up to the terminal point of the couplet, and a third recommendation involves a proposal that the City construct a street north of Marine Drive adjacent to the railroad tracks traversing the area.

If you approve of the report, there is attached a Suggested Draft to the City of Astoria explaining the findings of the report, and suggesting a cooperative traffic signal project. There is attached an extra copy of the report that may be sent to the City if you wish.

L. E. George

L. E. George
Assistant Traffic Engineer

LEG:mk

Attachments

NOTED
VICTOR D. WOLFE

RECEIVED
MAY 10 1968
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 2-30 50M 10-66

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon 97310

April 3, 1968

To: V. D. Wolfe
Administrative Assistant
BUILDING

SUBJECT: Ingress and Egress
Portway & W. Marine Dr.
Astoria
Assignment No. TE 6436

This is to request extension of the due date on Assignment TE 6436 an additional 10 days, to April 18, 1968.

L. E. George
L. E. George
Assistant Traffic Engineer

LEG:mk

RECEIVED
APR - 3 1968
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 3 - 1968

[illegible]

4-1604
7317

April 1, 1968

6/30

Mr. Dale Curry
City Manager
City of Astoria
City Hall
Astoria, Oregon 97103

Dear Mr. Curry:

There have been many requests made recently to the Highway Department to study the traffic conditions on Marine Drive between the west end of the one-way couplet and the Youngs Bay Bridge approach. The business and industry groups using the area north of US101 have requested this study, as well as the Chairman of your Mayor's Traffic Safety Committee.

Accordingly, the Highway Department is in the process of conducting a study. The basic problem seems to be access to and from the area north of Marine Drive. At the present time, we are in the process of assembling data which will be analyzed to determine what, if any, action might be desirable.

Since the City would be involved cooperatively in any traffic control improvement on this section of US101, we wish to inform you that these requests have been made and that the study is currently under way.

An attempt was made by representatives of the Highway Department to contact you Friday, March 29, to discuss this matter. You were absent from your office at that time. However, the matter was discussed with Mr. Johannasson, your Chief of Police. Prior to the completion of the study, we will contact you to discuss the results of our data analysis.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. B. Crandall
R. D. Asburry

LEG:mk srb

FORM 8-90 30M 10-65

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
April 1, 1968

SUBJECT:

To: Tom Edwards
Assistant State Highway
Engineer
BUILDING

At the suggestion of Mr. Porter, I contacted Senator Thiel in Astoria concerning traffic problems on West Marine Drive in that section lying between the westerly end of the couplet and the Youngs Bay Bridge approach.

After discussing the matter with the Senator, he requested that I contact several other parties concerning the same situation. As a result of his request, the following people were contacted and an expression was obtained from them concerning traffic conditions on this section of US101:

Mr. Greenburg - Chairman, Mayor's Traffic Safety Committee

Mr. Johannasson - Chief of Police

Mr. Van Osdol - Chairman, Safety Committee Longshoremen's Union

Mr. Hodges - Manager, Port of Astoria

Mr. Lawless - Manager, Astoria Boat Basin

Basically, the problem involves the industrialized area lying north of and immediately adjacent to Marine Drive. Access into Marine Drive from this area seems to be the basic problem. All of the parties contacted are of the opinion that several traffic signals through the area would provide the safe access needed for the industry and workers who use this area.

The longshoremen particularly want the intersection signalized at Portway and are ready to fight anybody who says they can't have one there.

[illegible]
OFFICE OF

Senator Thiel feels that a signal should be installed at Basin Street for the entrance into his bulk oil plant as well as other industries. He also feels that the intersection of Columbia, Alameda and US101 should be signalized.

Mr. Greenburg, Chairman of the Mayor's Traffic Safety Committee, also feels that parking should be prohibited throughout the remaining two-lane section and that four lanes should be established, even through these lanes might be narrow.

We are proceeding to assemble traffic volume and accident data to conduct a study throughout this section. Up to the present time, the City of Astoria has not been officially involved in the request for this traffic study. Since they will very definitely be involved financially, I feel that a letter of explanation to them would be appropriate. There is attached a draft concerning this matter.

L. E. George

L. E. George
Assistant Traffic Engineer

LEG:mk

RECEIVED
FEB 9 - 1967

FORM 2-30X—90M—7-64 SP*6230-734

FOR FILING

4-1604

7317

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 7, 1967

SUBJECT: Transportation Study
City of Astoria

To:
MEMORANDUM TO THE FILES

At the request of Mr. Dale F. Curry, City Manager of Astoria, for a transportation study in the City of Astoria, the writer and Mr. Robert Shindler, Highway Economist, met in Mr. Curry's office on Monday, January 9, 1967, to discuss the matter. Also present were Mr. Homer V. Tunks, Astoria City Engineer, and Mr. Ray E. Cunningham, Captain Astoria Police Department.

The general results of the discussion with these gentlemen were that they were more concerned with the immediate traffic problems in Astoria and not those particularly in the future. It was generally my consensus that these gentlemen wish to have the Highway Department make a traffic engineering study of their over-all traffic problems specifically related to the one-way couplet through the Central Business District of Astoria. They expressed great interest in the Highway Department's future plan for US30 through Astoria, and expressed a desire to have Marine Drive diverted to a two-way street, leaving Commercial Street available for shoppers and non-through traffic.

It was brought out during the discussion that Astoria is in the process of negotiating a planning study with 701 Funds to be conducted by Cornell, Howell, and Merryfield, looking toward improvement of the Central Business District. Also included in the prospectus for the study is a minor sum of money for a street plan. In examining the prospectus, I am of the opinion that it is a beginning toward future planning for Astoria, but would have to be greatly amplified to become useable for projecting future traffic and producing a future traffic plan.

As a result of our conversation, I informed Mr. Curry that our Division Traffic Engineer, Mr. Roger Trygstad, would contact him in regard to a traffic study of their existing conditions. I also informed him that we would make traffic volume counts on his existing city street system. These data would be useful both in the traffic engineering study and also to the Consultant for his Central Business District Study. Messrs. Curry, Tunks, and Cunningham appeared to be satisfied with this proposed study. I am, therefore, contacting Mr. Trygstad and requesting that he contact Mr. Curry and aid him in any way possible to relieve their immediate traffic problems. In addition, Mr. Trygstad will be requested to make traffic volume counts on the city streets in Astoria, these data then being provided to the City of Astoria for their use.

NOTED
FORREST COOPER

To Cooper
info

Robert L. Schroeder
Assistant Traffic Engineer

RECEIVED
FEB 9 1967
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

RLSc:mp
cc: Tom Edwards
R. D. Asburry

8-1109 Pistol River (Fr. Rd.) Bridge, 1969
on Oregon Coast Hwy., S. of Gold
#7318 Beach. (Structure)

7318

1b

STATE OF OREG N

INTER ICE MEMO

TO: Mr. F. B. Klaboe
Chief of Operations

DATE: October 8, 1976

George Hopkins

FROM: George N. Hopkins
Program Development Engineer

SUBJECT: Brookings-Winchuck Section of Highway 101 and
Pistol River Bridge
Curry County

Brookings-Winchuck Section

4.5 miles; grade, pave and structure
Awarded December 16, 1970
Completed December 4, 1972
$6,498,300

Pistol River Bridge was a part of the same negotiations.

Structure
Awarded November 18, 1969
Completed May 1, 1970
$189,400

Total county contributions to these projects was $564,000 in FAS-C funds.

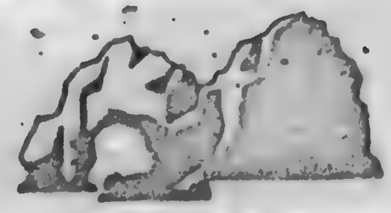
GNH:sch

Attachment

NOTED
F. B. KLABOE

RECEIVED
DOT OPERATIONS
OCT 8 '76
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File



Mack Arch on the Curry Coast

W. TUCKER
CHAIRMAN
GLEN R. HALE
COMMISSIONER
GENE COLEGROVE
COMMISSIONER

April 16, 1969

RECEIVED
APR 18 1969
ENGINEER
COUNTY & CITY DIVISION

Mr. H. S. Cox
County and City Engineer
Highway Building
Salem, Oregon 97310

Dear Sir:

Since our meeting and discussion with you April 15th relative to the Brookings-Winchuck Section of Highway 101, and the existing problem in the Pistol River area, this court wishes to make the following proposal.

1. Curry County is willing to turn over to State, Federal Funds in the following amounts: all Federal Funds on hand, including fiscal year 1970, $271,000; Federal Funds for fiscal year 1971, $50,000; repayment of loan from Tillamook county (fiscal year 1971), $58,000, for a total of $379,000.

2. Curry County is willing to borrow an additional $185,000 on future federal fund allocations and turn these funds over to State upon completion of construction of presently proposed Pistol River bridge.

3. Curry County will accept the Pistol River loop (a portion of old Highway 101, 2.3 miles in length) into the county FAS road system in its present condition.

The foregoing actions are predicated upon the proposition that State will provide an early construction schedule for the Chetco river bridge and its connecting approaches. The Court would expect actual construction to begin in 1970.

A further point of concern to this Court is the deplorable condition of the Sixes River bridge. (Highway 101, at Sixes). We are aware that State forces are engaged in repairing this structure, but it would appear that anything less than a new structure would be completely inadequate. We wish to go on record as asking that you personally bring this to the attention of the Highway staff.

HIWAY COMMISSION
APPROVED ON SEP 30 1969

OTED
CHARD UNREIN

Page Two.

Mr. H. S. Cox
County and City Engineer
Salem, Oregon

Please advise us at the earliest possible date the outcome of this proposal so that we may proceed with our plans.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

Ira W. Tucker, Chairman

Glen R Hale
Glen R. Hale, Commissioner

Gene Colegrove
Gene Colegrove, Commissioner

IWT:GRH:GC:hw

Approved 9-8-69

Asst. State Hwy. Engr.

This agreement was approved by the Oregon State Highway Commission on 9-30 1969 at which time the Secretary for the Commission was authorized and directed to sign said agreement for and on behalf of the Commission. Said authority is set forth in Volume 54 Page _____ Minute Book of the Oregon State Highway Commission

/s/ Floyd Query
Floyd Query, Secretary

STATUS FAS FUNDS

The status of FAS funds as of the date below is showin in the following tabulation. Federal funds are the governing factor in this status, and the actual apportionment of federal funds to each county is offset by actual federal funds collected for individual projects when available and by estimated federal funds when not available.

For estimating and programming purposes, federal funds ar assumed to represent approximately 86% of total costs, an total FAS funds (include federal funds 86%, state funds 7 and county funds 7%)* are arrived at by dividing the avai able federal funds by 86% and rounding to even thousands.

Federal Allocations

Fiscal Year	
Balance Forward	$ 488,545
1970	50,303
1971	50,079
1972	45,022
1972**	430
1973	45,688
1974	46,247
1975	57,913
1976	56,643
1976[a]	7,080
1976[b]	15,931
1977	56,510
1978	
1979	
1980	
TOTAL	$ 920,391

Federal Funds Committed for Projects Programmed to Date

FAS Rte. No.	Section	Federal Funds Final	Federal Funds Estimated
	Balance Forwarded	$ 210,037	$
08-110	Pistol River Bridge	379,000	
	(Transfer funds to State - Agreement 9/30/69)	185,000	
	(Advance of future allocation - Agreement 9/30/69)		774,037
	Subtotal		111,147 ~~93,600~~
A304	Hunter Creek (Hunter Creek Road) Bridge		
			$ ~~867,637~~
			885,18

FEDERAL FUNDS ALLOCATED		COMMITTED		UNCOMMITTED BALANCE
$ 920,391	-$	~~867,637~~	=	$ ~~52,754~~ 35207

				TOTAL FUNDS UNCOMMITTED BALANCE
$ ~~52,754~~ 35207	÷	0.86	=	$ ~~61,000~~ 41,000

Curry County, No. 08

Date August 31, 1976.

---

*Program changed from 78% federal to 86% federal in July, 1976.

**Additional FAS-C allocation based on new census.

[a]Federal Aid Highway Amendments Act 1974.

[b]Transition Quarter FY from July 1 to October 1, 1976.

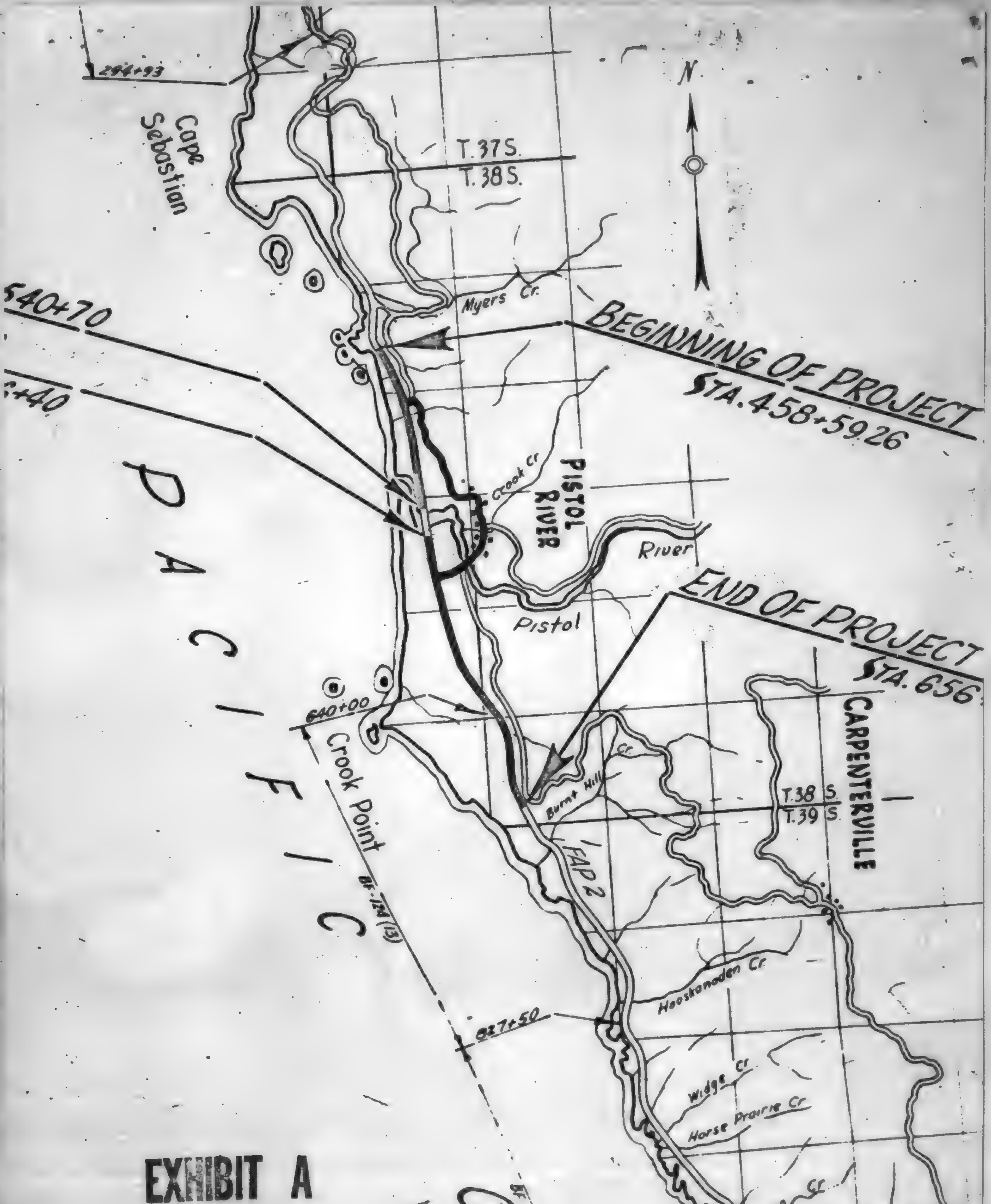

294+93
Cape Sebastian
T.37S.
T.38S.
N
540+70
+40
Myers Cr.
BEGINNING OF PROJECT
STA. 458+59.26
Crook Cr.
PISTOL RIVER
River
Pistol
END OF PROJECT
STA. 656
640+00
Crook Point
CARPENTERVILLE
Cr.
Burnt Hill
T.38 S.
T.39 S.
FAP 2
BF 124 (13)
Hooskanaden Cr.
827+50
Widge Cr.
Horse Prairie Cr
China Cr.
BF 124 (14)
PACIFIC
O

EXHIBIT A

RECEIVED
JUL 2 - 1970

FOR FILING

8-1109

7318

July 2, 1970

Oregon State Highway Commission

Gentlemen:

Work was completed May 1, 1970, on Contract No. 7318. The contract was with Hamilton Construction Company and was for a structure on the Pistol River (Frontage Road) Bridge Section of the Oregon Coast Highway in Curry County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective July 2, 1970, and that you concur in this procedure at the Commission meeting on July 7.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

R. L. Porter
State Highway Engineer

cc Floyd Query
Tom Edwards
F. B. Klaboe
A. E. Johnson
Victor D. Wolfe
V. E. Skoog
F. D. Morgan
I. D. Merchant
L. H. Young
C. T. Kessey

srb fn

RECEIVED
JUL 3 - 1970
FOR FILING

8-1109

7318

July 2, 1970

United Pacific Insurance Co.
Fidelity & Surety Department
P. O. Box 1216
Tacoma, Washington 98401

Gentlemen:

Contract No. 7318 awarded to Hamilton Construction Company for construction of the Pistol River (Frontage Road) Bridge on the Oregon Coast Highway in Curry County was completed on May 1, 1970, and accepted by the Highway Commission on July 2, 1970.

Final payment in the amount of $9,948.57 will be released to the contractor after July 10. The total contract amount is $172,834.55 including $2,995.68 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

ses

cc Hamilton Construction Co.
P. O. Box 1376
Eugene, Oregon 97401

bcc Frank Morgan
Ivan D. Merchant
V. E. Skoog
Attn: John Herr
C. T. Keasey

RECEIVED
DEC 2 - 1969

8-1109

7318

December 2, 1969

Hamilton Construction Co.
P. O. Box 1376
Eugene, Oregon 97401

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract No. 7318 for construction on the Pistol River (Frontage Road) Bridge Section of the Oregon Coast Highway in Curry County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

Enclosure

cc: United Pacific Insurance Company, Portland and Tacoma
D. J. Bartee
F. D. Morgan
I. D. Merchant
C. T. Keasey
Eugene Ash

RECEIVED
NOV 19 1969

8-1109

7318

November 19, 1969

Hamilton Construction Co.
P. O. Box 1376
Eugene, Oregon 97401

Gentlemen:

Enclosed are three copies of Contract No. 7318 for $146,994.00 awarded to you by the State Highway Commission on November 18, 1969. This contract is for construction on the Pistol River (Frontage Road) Bridge on the Oregon Coast Highway in Curry County.

Two of these copies should be signed on the contract and bond pages and returned to this office for completion. Please follow exactly the instructions given on the blue slip attached to the contract.

The third copy of the contract stamped "Advance Copy to be Retained by Contractor" is furnished for your information pending receipt of a fully executed copy.

The calendar day count on this contract will begin December 2, 1969.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cr
Enclosures

bc: F. D. Morgan
D. J. Barbee
I. D. Merchant
William Geibel (SAIF)
C. T. Keasey
Eugene Ash

SEP 2 - 1969

FOR FILING

Coast
Bridges
Pistol R

.CNN

RSB LRW CON MCE 123 82// 8-29-69 4.45 PM

JOHN QUINER
INFO - TOM EDWARDS
IVAN MERCHANT

RECONSTRUCTION OF THE PISTOL RIVER BRIDGE IS SCHEDULED FOR LETTING OCTOBER 23.

IT HAS BEEN DECIDED NOT TO RESTRICT LOADS TO LESS THAN LEGAL AS THE PLANS FOR RECONSTRUCTION WILL CALL FOR CLOSING THE BRIDGE TO TRAFFIC WHEN A CONTRACTOR BEGINS WORK.

E S HUNTER
DKW
4.$\frac{3}{4}$4.$\frac{17}{86}$.

Copy - Porter
[illegible] ✓

RECEIVED
AUG 29 1969
OFFICE OF
STATE HIGHWAY ENGINEER

9-2-69

REFERRED TO
Gifford
By Asst. State Hwy. Engr.

Place on schedule
State Program

RECEIVED
APR 16 1969

STATE OF OREGON 1859

GAME
COMMISSION

OFFICE OF THE DIRECTOR

P. O. BOX 3503 ° 1634 S.W. ALDER ST. ° PORTLAND, OREGON ° 97208 ° Ph. 222-9611

TOM McCALL
GOVERNOR

COMMISSIONERS
J. PAT METKE, Chairman
JOSEPH W. SMITH, Vice Chairman
JOHN P. AMACHER, Member
GEORGE L. HIBBARD, Member
JAMES W. WHITTAKER, Member

P. W. SCHNEIDER
State Game Director

8-1109
7318

April 9, 1969

Routing
Barbee
Hall
A. Olson
Sample
Terpin
Swenson
Trout
Wills
Hackleman
Scott
R. Olson
Carstensen

RECEIVED
APR 10 1969
DESIGN
DIVISION

State Highway Engineer
State Highway Department
Salem, Oregon 97310

Attention: Mr. Frank L. Hall

Dear Sir:

We have recently reviewed the preliminary plans for a number of projects which were covered by transmittal letters from you, dated March 24 and March 28, 1969.

An inspection of these plans indicate that there will be no conflict with wildlife resources as a result of construction of projects in the following listing, which are all approved.

1. Blue Mountain Pass-Jackson Creek Section, I.O.N. Highway, Malheur County
2. Creswell Interchange and Hawley Road Sections, Pacific Highway, Lane County
3. Rufus-Quinton Section, Columbia River Highway, Sherman and Gilliam Counties
4. Hilgard-Oro Dell Section, Old Oregon Trail Highway, Union County
5. 10th Street-South Pendleton Interchange Section, Oregon-Washington Highway, Umatilla County
6. Harmony Road Interchange-Cascade Highway Section, Clackamas Highway, Clackamas County
7. Fern Hill-Burnside Section, Columbia River Highway, Clatsop County
8. Pistol River (Frontage Road) Bridge Section, Oregon Coast Highway, Curry County

9. Del Rey Beach Section Access Road, Clatsop County

10. Bethel Creek Bridge, Oregon Coast Highway, Coos County

11. Butte Creek Bridge, Oregon Coast Highway, Coos County

On the bridge projects, we assume that water quality will be protected by silt and pollution precautions as has been practiced heretofore. Temporary crossings should not give any trouble if installed during low-water periods.

We appreciate the opportunity to comments on these projects.

Very truly yours,

JOHN W. McKEAN
DIRECTOR

By R. O. Koski

R. O. Koski
Chief of Liberations

ROK:js

cc: Dir. OFC

cc's sent 4-10-69

F.B. Klaboe ✓
F.D. Morgan
L.H. Young
F.E. Terpin
T.C. Roake
G.C. Wills
L.W. Rulien
R.D. Asburry
C.T. Keasey
Putnam, J.F.
A.F. Parson

RECEIVED
APR 10 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 1 - 1969

FOR FILING

8-1109

7316

MEMO TO FILE, March 28, 1969

Thursday, March 27, 1969, I met with Ira Tucker, Gene Colgrove, and Glen Hale, Curry County Commissioners, and also Bruce Shaner, Engineer, and Lot Robinson, County Roadmaster.

This meeting was at the request of the County people and the following points were discussed.

1. The County will instigate a county-wide evaluation of the secondary road system, and several of the routes will be lengthened and some new routes added.

2. Several proposals were made for FAS-C projects, but all were abandoned except one, for the following reasons: The Commissioners are greatly exercised about the reconstruction of the Brookings-Winchuck Section of Highway 101 and are most anxious to do everything in their power to promote such a program with promptness and dispatch. The Curry County Commissioners are therefore going to contact Mr. Glenn Jackson, Chairman of the Highway Commission and propose the following:

    a. Curry County will take over the Pistol River Loop (2.30 miles in length) of old Highway 101 and construct a new bridge over Pistol River as an FAS-C project; and

    b. Give to the State Highway Department all their remaining FAS federal funds, providing an early construction schedule for the Brookings-Winchuck Section of Highway 101 can be implemented.

    Federal funds involved in this proposal are as follows: Federal funds on hand, including fiscal-year 1970, = $271,000; federal funds for fiscal-year 1971 = $50,000; repayment of loan from Tillamook County (fiscal-year 1971) = $58,000; for a total of $379,000. Necessary federal funds for construction of the Pistol River Bridge would be deducted from the $379,000 and the remainder would then be turned over to State, providing the construction sequence is mutually satisfactory. At the present time, the Pistol River Loop is, of course, State's highway; and present plans, I believe, call for rebuilding of the Pistol River Bridge. Fundamentally, therefore, County's proposal amounts to $379,000 of federal funds plus approximately $50,000 of County deposit monies, should their proposal be consummated.

NOTED
F. B. KLABOE

H. S. Cox
County and City Engineer

HSC:mm

cc: Forrest Cooper
R. L. Porter
F. B. Klaboe
Tom Edwards
V. D. Wolfe
L. H. Young
D. J. Barbee
C. T. Keasey

RECEIVED
FEB 7 - 1969

FOR FILING

8-1109
7318

February 7, 1969

2723

Oregon State Highway Commission

Gentlemen:

On our frontage road adjacent to the Oregon Coast Highway at Pistol River in Curry County, we have a narrow bridge that needs replacing. This structure was constructed in 1928 with a horizontal clearance of 19 feet, 1 inch. The proximity of this bridge to the Oregon Coast has created serious deterioration of the existing steel spans necessitating major repair.

It is proposed to reconstruct this bridge by replacing the steel spans with prestressed reinforced concrete spans. Plans will be completed this spring and the project can be scheduled for a contract letting in April.

The estimated total cost of reconstruction will be $185,000 and I recommend that you approve this as an item of state construction to be added to the current State Construction Program.

This matter will be on the agenda for your consideration at the March 11 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

BG:bb lms

bc:	Floyd Query	F. D. Morgan
	R. L. Porter	L. H. Young
	Tom Edwards	D. J. Barbee
	F. B. Klaboe	Ivan Merchant
	C. E. Maison	C. T. Keasey

I-80N-2(48) Fountain Slide Section, of 1970
48 Columbia R. Hwy., E. of Cascade
#7319 Locks (Grad. & Pav.) Folder #2

8/19

ROW 18-2 9

OREGON STATE
HIGHWAY DIVISION

ROBERT W. STRAUB
GOVERNOR

F. B. KLABOE
Administrator and
State Highway Engineer

August 5, 1977

Mr. L. T. Monaco
District Real Estate Manager
Union Pacific Railroad Co.
P.O. Box 4265
Portland OR 97208

Private Road Crossing
Cascade Locks
UPRR Dept. No. 29944
Fountain Slide Section
Columbia River Highway
Hood River County

NOTED
E. S. HUNTER

Dear Sir:

On December 1, 1969, Union Pacific Railroad granted to the State a private road crossing at Cascade Locks in Hood River County. The agreement for this private road crossing expired on November 30, 1972 and was extended for a five year period to November 30, 1977. Upon investigation, it now appears that this private road crossing will no longer be required by the Oregon Department of Transportation, Highway Division. As a result, it is requested that upon the expiration of the extension rider the private road crossing agreement be terminated.

Yours truly,

J. E. Chidsey, P. E.
Railroad & Utility Engineer

JEC:db

bc: E. S. Hunter
C. T. Keasey
J. L. Sollis
J. B. Boyd - R/W File 43684
V. E. Skoog
Velda DeGuire
E. L. Hardt

RECEIVED
TECHNICAL SERVICES
AUG 8 - '77
REFER TO
FOR

Info	Invest	R/R	D/R	Sign	Act	File

Form 81-734-3128

7319 **STATE COPY** 5

Monthly transaction number 7-32	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION Bureau of Public Roads	State Oregon
Project report number 11	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Hood River
Modification number 1	(PPM 21-7) 7-20-73	Project number I-80N-2(48)48

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on December 19, 1969, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 1,883,431	$ 1,896,593
Federal funds	$ 1,737,400	$ 1,749,000
Other revisions		

This modification is made for the following reasons:

to include authorized railroad work and additional approved items

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 20th day of July, 1973.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Department)

By E S Hunter

Assistant State Highway Engineer
(Title)

By ______________________

____
(Title)

By ______________________

____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

for By
G. L. Green (Division Engineer)

Form PR-2A (Rev. 4-70) Existing stocks of Form PR-2A (Rev. 10-68) will be used.

Oregon State Highway Division

Federal-Aid Project
No. I-80N-2(48)48

FOUNTAIN SLIDE CORRECTION OF THE COLUMBIA RIVER HIGHWAY IN HOOD RIVER COUNTY

Salem, Oregon, July 11, 1973

Revised Project Agreement Estimate

Type Code 6201
Grade and Pave (Sta. 383+00 to Sta. 397+00)(Contract No. 7319)

Temporary Protection and Direction of Traffic	All	Required		$ 24,600.00
Clearing and Grubbing	All	Required		83,000.00
*General Excavation, Unclassified	1,657,300	cu.yds.	0.84	1,392,132.00
Finishing Roadbed and Slopes	All	Required		1,000.00
Watering	10	M-gal.	100.00	1,000.00
3/4" - 0 Material in Base	370	cu.yds.	6.00	2,220.00
Asphalt in Tack Coat	3	ton	110.00	330.00
Class "B" Asphalt Concrete	8,100	ton	11.00	89,100.00
Reinstall Guide Posts	14	only	5.00	70.00
Guard Rail, Type 2A	1,650	lin.ft.	4.00	6,600.00
Median Barrier	1,650	lin.ft.	7.00	11,550.00
Extra for Painting Rails	5,000	lin.ft.	0.20	1,000.00
Roadside Seeding	40	acres	120.00	4,800.00
Roadside Mulching	40	acres	120.00	4,800.00
Grass Seed Mixture	800	lb.	1.00	800.00
Inorganic Fertilizer (22-16-8)	160	cwt.	12.00	1,920.00
Type 2 Fence	260	rod	7.00	1,820.00
				$1,626,742.00
Flagging (60% of Contractor's cost)	All	Required		$ 3,000.00
P.A. 2 Grade Cut Slopes	2,080	cu.yds.	1.40	2,912.00
P.A. 4 Special Crushed Material	990	cu.yds.	9.00	8,910.00
P.A. 5 Construct A.C. Ditch	349	sq.yds.	4.00	1,396.00
EWO 2 Drainage in Wyeth Waste Area	All	Required		4,695.58
EWO 4 Drainage Sta. 382-397	All	Required		5,152.38
Work by U.P.R.R.	All	Required		71,368.06
				$ 97,434.02
	Subtotal			$1,724,176.02
	10% Engr. & Cont.			172,416.98
	Total			$1,896,593.00

*Change in Bid Item

Length of Project - - - 0.267 Mile

SUMMARY

Federal Funds		$1,749,000.00
State Funds		147,593.00
	Total	$1,896,593.00

G-1 100%

Prefix: 614-1077

Work by U.P.R.R.
Extraordinary Railroad Maintenance

Labor (Includes Additives)		$ 48,076.09
Personal Expense		916.00
Equipment		12,915.77
Material		9,460.20
	Total	$ 71,368.06

STATE COPY

Fo[illegible]pproved; Budget Bureau No. 04-R2089.1

C

MONTHLY TRANSACTION NO. 1-4	FOR R-2 (REV. 5-69) U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION BUREAU OF PUBLIC ROADS	TE Oregon
PROJECT REPORT NO. 4	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)* 12-17-69	COUNTY Hood River PROJECT NO. I-80N-2(48)48

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Fountain Slide Correction of the Columbia River Highway

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		▨
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		▨
CONSTRUCTION	10-22-69	0.267
OTHER *(Specify)*		

FUNDS Pro rata 92.25%

ESTIMATED TOTAL COST OF PROJECT $ 1,883,431.00	FEDERAL FUNDS $ 1,737,400.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
Federal Highway Administration
Bureau of Public Roads

By
(Division Engineer)

For: R. E. Simpson

Date executed by Division Engineer DEC 19 1969

EXISTING STOCKS OF PR-2 (REV. 3-66) WILL BE USED

Oregon State Highway Division

Federal-Aid
Project No. I-80N-2(48)48

FOUNTAIN SLIDE CORRECTION OF THE COLUMBIA RIVER HIGHWAY IN HOOD RIVER COUNTY

Project Agreement Estimate

Salem, Oregon, December 3, 1969

Type Code 6201
Grade and Pave (Sta. 383+00 to Sta. 397+00)(Contract No. 7319)

Temporary Protection and Direction of Traffic	All Required		$ 24,600.00
Clearing and Grubbing	All Required		83,000.00
General Excavation, Unclassified	1,715,000 cu.yd.	$ 0.84	1,440,600.00
Finishing Roadbed and Slopes	All Required		1,000.00
Watering	10 M-gal.	100.00	1,000.00
3/4" - 0 Material in Base	370 cu.yd.	6.00	2,220.00
Asphalt in Tack Coat	3 ton	110.00	330.00
Class "B" Asphalt Concrete	8,100 ton	11.00	89,100.00
Reinstall Guide Posts	14 only	5.00	70.00
Guard Rail, Type 2A	1,650 lin.ft.	4.00	6,600.00
Median Barrier	1,650 lin.ft.	7.00	11,550.00
Extra for Painting Rails	5,000 lin.ft.	0.20	1,000.00
Roadside Seeding	40 acre	120.00	4,800.00
Roadside Mulching	40 acre	120.00	4,800.00
Grass Seed Mixture	800 lb.	1.00	800.00
Inorganic Fertilizer (22-16-8)	160 cwt.	12.00	1,920.00
Type 2 Fence	260 rod	7.00	1,820.00
			$1,675,210.00
Flagging (60% of Contractor's Cost)	All Required		$ 3,000.00
R.R. Protective Costs	All Required		34,000.00
			$ 37,000.00
	Subtotal		$1,712,210.00
	10% Engr. & Cont.		171,221.00
	Total		$1,883,431.00

Length of Project - - - - 0.267 Mile

SUMMARY

Federal Funds -	$1,737,400.00
State Funds -	146,031.00
Total Cost- -	$1,883,431.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

G-1-100%
Prefix: 614-1077

FOUNTAIN SLIDE CORRECTION

PROJECT NO. I-80N-2(48)48

Railroad Protective Cost

Flagging crew for 11 months and Engineer-Inspector for 5 months
Headquarters: Portland

Engineer-Inspector

Salary	$ 5,690
Expenses	210
Equipment Rental	1,000
Total Engineer-Inspector Cost	$ 6,900

Flagging Crew

Section Foreman, Straight Time	$ 6,590
Overtime	1,235
Section Laborers, Straight Time	10,680
Overtime	2,000
Total Wages	$20,505
34% Additives	6,972
Total Flagging Crew	$27,477
Total Railroad Protective Cost	$34,377
State will pay up to	$34,000

7319

59

U. S. DEPARTMENT OF TRANSPORTATION - FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

5-31-73

FEDERAL AID PROJECT NO. I-80N-2(48)48 # 73

STATE PROJECT NO. — Fountain Slide Section

FROM:
G. L. Green, Division Engineer
Salem, Oregon

PROGRAM NO.

ITEM NO. I-583

COUNTY NAME Hood River

PROGRAM STAGE (Check) ☐ 1. ☒ 2.

TO:

Mr. George M. Baldwin
Administrator of Highways
State of Oregon
Salem, Oregon

RECEIVED STATE HWY ENGR
JUN 1 73
REFER TO Orig - Mr. Chidsey 6-1-73
FOR
Info
Inves
R/D
D/R
Sign
Act
File

DATE PS&E APPROVED

DATE AUTHORIZATION EFFECTIVE May 31, 1973

FEDERAL ROUTE NUMBER Interstate Route 80N

STATE ROUTE NUMBER Columbia River Highway Route #2

GENERAL LOCATION:

GENERAL DESCRIPTION OF WORK:

Below -

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

PRELIMINARY ENGINEERING TO DETERMINE
☐ LOCATION ONLY
PRELIMINARY ENGINEERING FOR SURVEY AND PLAN
☐ PREPARATION
☒ OTHER *(Specify)* Extraordinary Railroad Maintenance Costs $567.81

☐ ACQUISITION OF RIGHT-OF-WAY
CONSTRUCTION - ADVERTISE FOR RECEIPT
☐ OF BIDS
☐ CONSTRUCTION - PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

REMARKS

As requested in Mr. Chidsey's May 16 letter, it has been determined that Union Pacific Railroad costs as shown in their Bill #381537 are additional extraordinary railroad maintenance costs on the subject section and therefore eligible for Federal-aid participation in accordance with previously approved railroad agreements.

DATE 5-31-73

SIGNATURE OF APPROVING OFFICIAL C R Burghardt for

TITLE Division Engineer

FORM PR-1240 (REV. 8-70) EXISTING STOCKS OF FORM PR-1240 (REV. 6-68) WILL BE USED

5

FORM E-30 (REV. 10-69)

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

7319

May 16, 1973
Salem, OR 97310

-#7319

To: G. L. Green
Division Engineer

Federal Highway Administration

SUBJECT: Work by Union Pacific Forces
Fountain Slide Section
Columbia River Highway
Hood River County
Project No. I-80N-2(48)48
Your File: 10-35-FA

On April 26, 1973, your office approved extraordinary railroad maintenance costs in the amount of $71,368.06, as requested by Ted Litchfield on January 31, 1973. Subsequent to Mr. Litchfield's request for approval of this extraordinary maintenance, we have received one additional bill from the Union Pacific Railroad Company covering the period from July 1972 to December 1972, for additional extraordinary track maintenance during this period. This bill amounts to $567.81. The work was performed in July of 1972 and in October of 1972, and covered by Bill No. 381537. A copy of this bill is attached for your information.

Since this bill covers a continuation of the work approved by your office, it is requested that the bill be declared fully eligible for Federal participation and your approval of its inclusion in the Federal participation program be granted. If any additional information is required by your office, please contact me.

J. E. Chidsey
Railroad and Utility Engineer

JEC:jly
Att.

cc: H. S. Coulter
C. T. Keasey
V. E. Skoog
J. F. Putnam

RECEIVED
MAY 16 1973
Office of
Assistant State Highway Engineer

NOTED
H.S. COULTER

SP*52475-734

7319 4-26-73

S

U. S. DEPARTMENT OF TRANSPORTATION - FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

FEDERAL AID PROJECT NO.
I-80N-2(48)48 - #7319

STATE PROJECT NO.
FOUNTAIN SLIDE SECTION

FROM:
G. L. GREEN, DIVISION ENGINEER
SALEM, OREGON

PROGRAM NO.

ITEM NO.
I-583

COUNTY NAME
HOOD RIVER

PROGRAM STAGE (Check)
☐ 1. ☒ 2.

TO:

MR. G. M. BALDWIN
ADMINISTRATOR OF HIGHWAYS
STATE OF OREGON
SALEM, OREGON

RECEIVED
STATE HWY ENGR
APR 27 '73
REFER TO
Orig R/W Utility Unit
FOR
Info
Invcs
R/C
P/R
Sign
Act
File

Cy Hunter
Cruetas
5-1-73

DATE PS&E APPROVED

DATE AUTHORIZATION EFFECTIVE
APRIL 26, 1973

FEDERAL ROUTE NUMBER
INTERSTATE ROUTE 80N

STATE ROUTE NUMBER
COLUMBIA RIVER HIGHWAY ROUTE # 2

GENERAL LOCATION:

GENERAL DESCRIPTION OF WORK:
SEE BELOW

NOTED
A. E. JOHNSON

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

PRELIMINARY ENGINEERING TO DETERMINE
☐ LOCATION ONLY

PRELIMINARY ENGINEERING FOR SURVEY AND PLAN
☐ PREPARATION

☒ OTHER *(Specify)* EXTRAORDINARY RAILROAD MAINTENANCE COSTS $71,368.06.

☐ ACQUISITION OF RIGHT-OF-WAY

CONSTRUCTION - ADVERTISE FOR RECEIPT
☐ OF BIDS

☐ CONSTRUCTION - PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

REMARKS
AS REQUESTED IN MR. LITCHFIELD'S JANUARY 31, 1973 LETTER AND BASED ON THE INFORMATION FURNISHED THEREWITH, IT HAS BEEN DETERMINED THAT THE UNION PACIFIC RAILROAD COSTS AS SHOWN IN THEIR BILLS - NUMBER 172100, 180650 AND 374369 TOTALING $71,368.06 ARE INDEED EXTRAORDINARY RAILROAD MAINTENANCE COSTS ON THE SUBJECT SECTION AND THEREFOR ELIGIBLE FOR FEDERAL-AID PARTICIPATION IN ACCORDANCE WITH PREVIOUSLY APPROVED RAILROAD AGREEMENTS.

DATE	SIGNATURE OF APPROVING OFFICIAL	TITLE
4-26-73	Vernon V. Greek	A DIVISION ENGINEER

FORM PR-1240 (REV. 8-70) EXISTING STOCKS OF FORM PR-1240 (REV. 6-68) WILL BE USED

1

56

LEE JOHNSON
ATTORNEY GENERAL

JAMES W. DURHAM, JR.
DEPUTY ATTORNEY GENERAL

DEPARTMENT OF JUSTICE
100 STATE OFFICE BUILDING
SALEM, OREGON 97310
TELEPHONE: (503) 378-6368

7319

April 12, 1973

Mr. Vernon V. Cusack
Acting Division Engineer
U. S. Dept. of Transportation
Federal Highway Administration
P. O. Box 300
Salem, Oregon 97308

Re: Project Agreement
Oregon Project I-80N-2(43)43
Cascade Locks-Mitchell Point Section

Dear Mr. Cusack:

In reply to your letter of March 19, 1973 concerning the above project agreement and your statement that the effective maintenance periods for the relocation included under this project is expired, the following is offered. As you will recall a supplemental agreement was entered into with the Union Pacific Railroad dated December 1, 1969 and section 8 of that agreement provided as follows:

> "Except as herein modified and supplemented said original agreement shall continue in full force and effect according to its terms; and the terms and provisions thereof, including, but not limited to, provisions covering safety measures, injury damage and default, shall be applicable to this supplemental agreement and work to be performed hereunder as fully as though the provisions thereof were fully set forth herein."

The effect of this language is to incorporate necessary provisions of the original agreement which as far as the expiration period are concerned would be sections 7(d) and 8(b) and it is my opinion that as a result of the second contract which was let in December of 1969 and the supplemental agreement that is entered into with the railroad on December 1, 1969, that the effective date for the two-year period of extraordinary maintenance would commence when the work was completed on the second contract, and it is my understanding that this work was completed December 18, 1970 and therefore the two-year period would expire on December 18, 1972. It would therefore be my opinion that the additional maintenance costs that the railroad has been required to expend up to and including December 18, 1972 would be payable by the State under the provisions of the supplemental agreement dated December 1, 1969.

Sincerely yours,

LEE JOHNSON
Attorney General

Jack L. Sollis
Assistant Attorney General
Trial Division

JLS:am
cc: Mr. Ray Asberry
Mr. Jess Jones

RECEIVED
APR 13 1973
Contract Acctg.

5

FORM E-90

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

7319

January 31, 1973
Salem, OR 97310

NOTED
A. E. JOHNSON

SUBJECT:
Work by Union Pacific Railroad Forces
Fountain Slide Section – #7319
Columbia River Highway
Hood River County
Project No. I-80N-2(48)48
Your File: 10-35-FA

To:
G. L. Green
Division Engineer

Federal Highway Administration

This is in reply to your letter dated December 21, 1972, in which you indicated that Federal funds may participate in only the extraordinary costs above and beyond the normal maintenance expense experienced by the Union Pacific Railroad Company through the Fountain Slide area and that an audit would be required to identify the eligible extraordinary costs.

You will find attached hereto a letter from the Utility Auditor, Jess Jones, to the Controller, Vernon E. Skoog, dated January 26, 1973, reporting results of the audit you requested in your December 21 letter. You will note that the Railroad experienced no significant, extraordinary costs from October 1962 through December 1967. However, beginning in January 1968 through 1972, substantial amounts of extraordinary maintenance have been experienced.

From this it may be concluded that the work performed by the Highway Division throughout this area has disturbed the slide to the point of causing the Railroad extraordinary maintenance costs. Therefore, it would appear that the bill in the amount of $71,368.06 is fully eligible for Federal participation.

On the basis of the material transmitted with my letter dated December 7, 1972, and the audit report attached hereto, we are hereby requesting full Federal participation in the extraordinary costs billed to the State by the Union Pacific Railroad Company.

ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Railroad and Utility Engineer

TWL:jly
Attach.

cc: ~~A.~~ E. Johnson
C. T. Keasey
V. E. Skoog
J. F. Putnam

RECEIVED
STATE HWY ENGR
JAN 31 '73
REFER TO
FOR
Info Invss R/D D/R Sign Act File

FORM 2-30 (REV. 10-69)

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

January 26, 1973
Salem, Oregon

To: Vernon E. Skoog
Controller

SUBJECT: Union Pacific Railroad
At Fountain Slide

From: Jess Jones
Utility Auditor

In compliance with the FHWA request of December 21, 1972, an audit has been conducted of Union Pacific Maintenance costs incurred at Fountain Slide, prior to the construction of I-80N-2(48)48.

Earliest records available in the Portland office, were for October 1962. Due to the increase in costs during the period in question, only the number of hourly charges were considered.

Section Gang #10 was primarily responsible for track maintenance from railroad milepost 43.50 to 55.50. In cases of emergency, neighboring crews sometimes helped. These were Section Gang #7, M.P. 31.50-43.50, and Section Gang #11, M.P. 55.50-66.50. Bridge and building crews were called for special construction, and signal crews for pole and line repairs.

The Cascade Locks-Mitchell Point Project ran from M.P. 45.3 to M.P. 56.2. Three slide areas are shown on the area map; Ranger M.P. 45.75, Farley M.P. 46.75 and Fountain at M.P. 47.5. The two-year extraordinary maintenance section of the June 10, 1963 State-Railroad agreement covers the "Length of the Project". See Exhibit A attached.

Scope:

The Monthly and Semi-Monthly Time Reports of Maintenance Crews 7, 10, and 11 were examined 100% in detail starting with October 1, 1962, through December 31, 1968. Time in 1970-7[illegible] was taken from unpaid railroad bills.

SP*52476-734

Scope (Cont.):

Time on these reports was charged to ordinary maintenance except where a significant amount was required for special repairs, flagging, or watchman services, in which case the charge was made to the specific milepost involved.

Findings:

In October 1962, Section Gang #10 had a track watchman on the job 24 hours per day. This time was charged to M.P. 45.75 to 48, which covered the Ranger, Farley and Fountain Slide areas. His job was to keep the tracks clear of rocks and debris.

The foreman's time spent supervising the watchman was usually charged to M.P. 46.75 (Farley Slide). Starting in September 1965 through 1967 all watchman time was charged to farley Slide.

From 1963 through 1967, varying amounts of time were charged to track repairs at Farley Slide, but none to Ranger or Fountain Slides.

Starting in January 1968, repair time was charged to Fountain Slide, and has continued almost every month since. See Exhibit B attached.

Conclusions:

While the watchman's time indicated Fountain Slide to be a problem area, no specific time was charged to that milepost during the period October 1962 through December 1967. Starting in January 1968, and continuing through 1972, substantial amounts of time have been charged to the Fountain Slide area. See Exhibit B.

Additional:

It is all hearsay, but Mr. Sam Carona, UPRR employee who was Foreman of Section 10 20 years ago, claims that the Fountain Slide area was built up and rip-rapped in 1939 during construction of Bonneville Dam.

He also said that trouble developed there in the early fifties, during which the railroad drove piling to stabilize the road-bed.

However he claimed all previous problems there resulted from shear slides (sliding downward), but that now the track raises from what engineers call a rotating slide.

JJ:kmb

EXHIBIT B

Maintenance crew hours charged to repairing tracks at specific milepost locations.

DATE	Ranger M.P. 45.75	Farley M.P. 46.75	Fountain M.P. 47.5
Oct-Dec 62	0	0	0
1963	0	71	0
1964	0	92	0
1965	0	133	0
1966	0	240	0
1967	0	641	0
1968	0	0	1014
1969	0	0	1521
1970	0	0	323
1971	0	0	3503
Jan-Jun 72	0	0	1330

I-80N-2(9)43
I-80N-2(43)43

EXHIBIT "A"

CASCADE LOCKS-MITCHELL POINT FO

ALL DESIGNATIONS
ARE RAIL ROAD
MILE POSTS

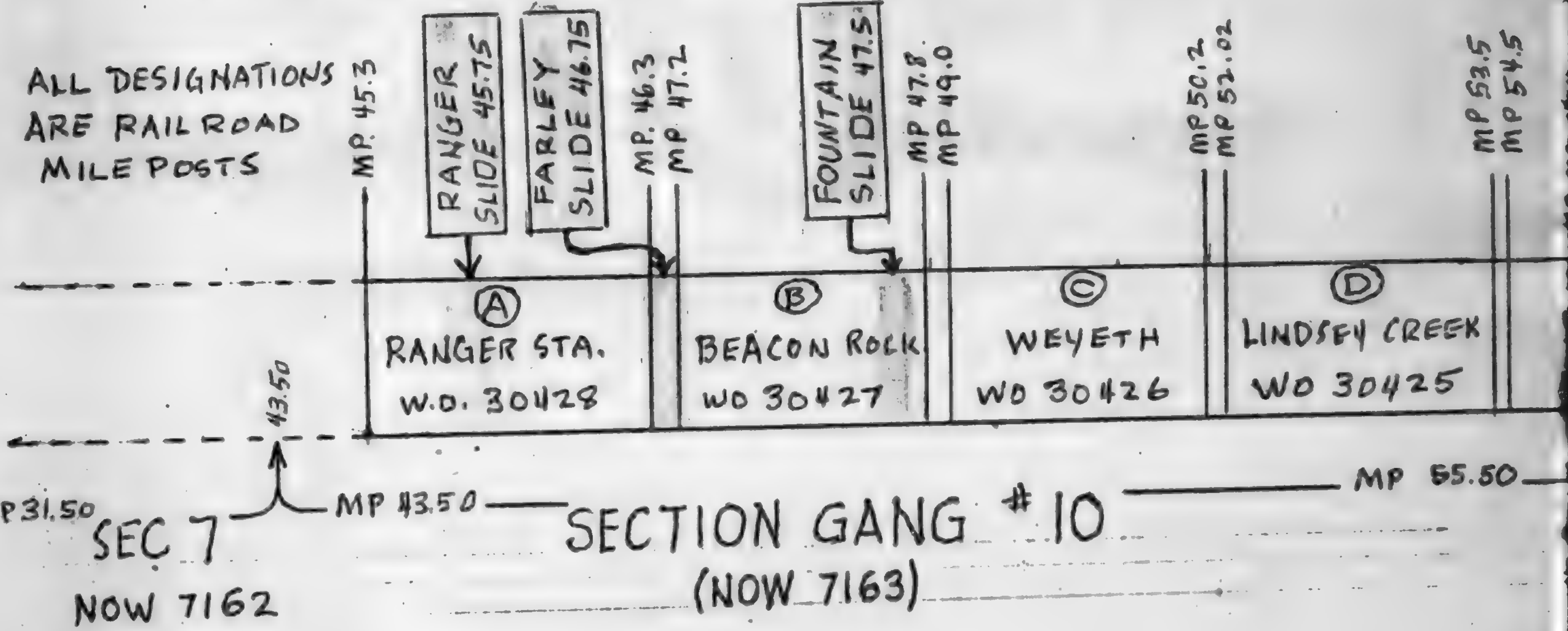
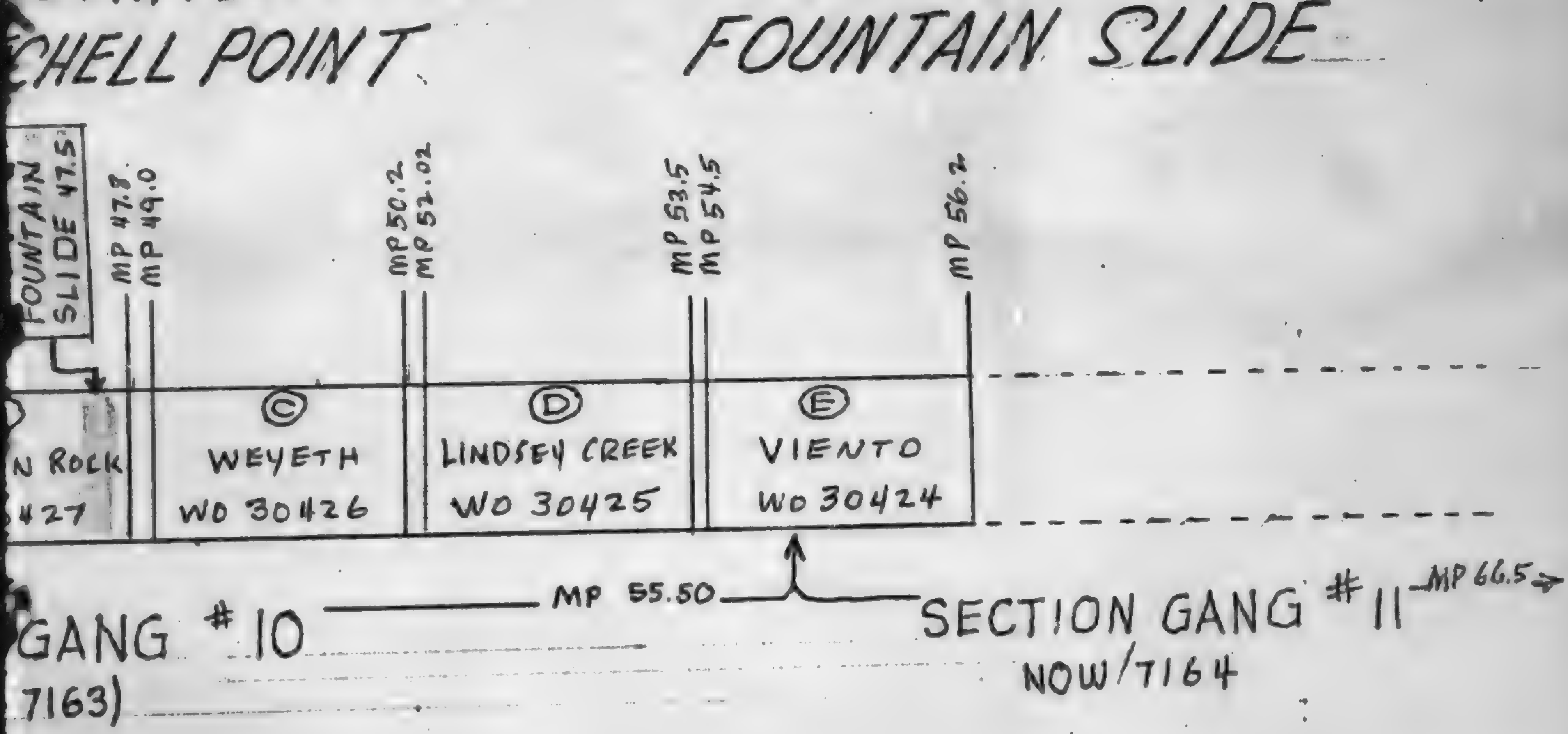


EXHIBIT "A"

I-80N-2 (48) 48



DEC 27 1972

7319

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

Box 300
Salem OR 97308

DATE: December 21, 1972

In reply refer to: 10-35-FA

TO : Mr. George M. Baldwin, Administrator of Highways
Salem, Oregon

FROM : G. L. Green, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-2(48)48
Fountain Slide Section
Work by Union Pacific Railroad Forces

Reference is made to Mr. Litchfield's December 7 letter on the above subject requesting approval of the railroad's work in this area and authorization of Federal participation in these costs.

While we agree, based on the material attached to Mr. Litchfield's letter, that the railroad work has incurred additional maintenance costs because of the highway construction work in the Fountain Slide Area Federal funds may participate in only the extra ordinary costs above and beyond the normal maintenance expense experienced throughout this area. It will be necessary to establish through an audit the level of the regular maintenance costs and thereby identify the eligible extra ordinary costs.

RECEIVED
STATE HWY ENGR
DEC 26 '72
REFER TO
FOR
Info | [illegible] | R/D | D/R | [illegible] | [illegible] | [illegible]

NOTED
F. B. KLABOE

12-26-72
Orig to Mocking
cy Johnson

REFERRED TO.
Mocking
BY DEPUTY STATE HIGHWAY ENGINEER

cy Johnson 12-26

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

S

RECEIVED
DEC 14 1972
FOR FILING

7319

RECEIVED
DEC 8 1972
OFFICE OF
A. E. JOHNSON
ASSISTANT STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

December 7, 1972
Salem, OR 97310

SUBJECT:
Work by Union Pacific Railroad forces
Fountain Slide Section
Columbia River Highway
Hood River County
Project No. I-80N-2(48)48
Your File: 08-35-EC

To:
G. L. Green, Division Engineer
Federal Highway Administration

Please refer to your letter dated March 17, 1971, regarding the above-captioned subject wherein you advise that until it is determined that construction of the highway has accelerated the movement of the Fountain Slide, Federal participation will not be allowed for work performed by railroad forces.

Since that time, our Special Studies and Chief Cost Engineer, Mr. E. L. Johnson, has studied this condition. He advises that the Fountain Land Slide continued to move since the completion of our Contract No. 7319, which was started on January 6, 1970, and completed on December 18, 1970. The degree and period of movement is recorded on the attached logs, graphs and other engineering data. The Slide activity increased during the winter months, however the magnitude of the movement substantially decreased after the 1970 unloading project was completed.

Contract No. 7319 was insufficient to completely stop the slide. The Slide movement has continued to affect both the highway and Union Pacific Railroad north of the highway. The costs which the railroad documents in 1971 and through the first six months of 1972 were incurred by the railroad to maintain alignment across the slide area and are largely attributable to the movement of the Fountain Land Slide.

We submit herewith slope meter drill logs for holes No. SM-1 through SM-49, graphs with movement data, and the graph of the railroad movement 1968-1969. You will also find attached a copy of three bills for work performed by the Union Pacific Railroad Company, totaling $71,386.06 dated October 6, 1971, February 29, 1972 and September 8, 1972.

It is our opinion that this material establishes that the work performed by the railroad is a direct result of the State's attempted correction of the Fountain Land Slide and it is eligible for Federal participation. We hereby request your approval of the work performed by the railroad in this area and participation in the costs incurred to date in the amount of $71,368.06.

Because of the volume of the material transmitted herewith, we are not making special copies for your files, and we request that the attached information be returned to the writer for retention in the State's permanent records. Copies of any specific information will be made upon your request.

ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Railroad and Utility Engineer

TWL:jly
Enc.
cc: A. E. Johnson; C. T. Keasey; V. E. Skoog; J. F. Putnam

RECEIVED
OCT 30 1972
FOR FILING

7319

5

Salem, Oregon
October 27, 1972

Mr. C. T. Keasey
Construction Engineer

Work by UPRR Forces
Fountain Slide Section
Columbia River Highway
Contract No. 7319

Returned is correspondence relating to billings from the Union Pacific Railroad for extraordinary maintenance on their track below the Fountain Slide dating back to January, 1971.

I would suggest that you contact the Federal Highway Administration, either by your people or through Mr. Litchfield, to determine if they will participate in the payment of this bill. If they insist on an audit of the bill, such an audit could be arranged. Presumably, the records would be in their main headquarters office in Omaha, Nebraska. Mr. Klaboe has indicated that in the past in similar circumstances the Federal Highway Administration has agreed to provide the audit by their people at the railroad headquarters location.

Your first attempt should be for participation in payment of the bill.

A. E. Johnson
Assistant State Highway Engineer

AEJ:ja

Enc.

cc Tom Edwards
F. B. Klaboe
J. F. Putman
T. W. Litchfield

FORM 2-90 (REV. 10-69)

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 25, 1972

SUBJECT: Work by UPRR Forces
Fountain Slide Section
Columbia River Highway
Contract No. 7319

To: A. E. Johnson
Assistant State Highway Engineer

FROM: C. T. Keasey
Construction Engineer

Attached is correspondence relating to billings from the UPRR for "extraordinary" maintenance on their track below the Fountain Slide dating back to January, 1971.

The report from Ted Litchfield, dated October 3, 1972, explains the delay in approving any of these billings which, as of this date, total $71,368.06.

The report from Ed Johnsen, dated October 17, 1972, seems to supply the "engineering determination" requested by Jack Sollis as a basis for justifying payment to the UPRR of this bill.

There is some question remaining in my mind as to whether or not all of the "extraordinary" maintenance costs are attributable to our work on the Fountain Slide. I am under the impression that the UPRR has had some "extraordinary" maintenance expense even prior to our work on this slide. If this is the case, then it would appear to be equitable to pay only that portion of the bill in excess of this previously normal extraordinary maintenance cost.

I recommend that this aspect be reviewed, by audit if necessary, and that the bill be paid on that basis.

RECEIVED
OCT 25 1972
OFFICE OF
A. E. JOHNSON
ASSISTANT STATE HIGHWAY ENGINEER

CTK:fw
Enc.
cc T. W. Litchfield

SP*52475-734

FORM 2-90 (REV. 10-60)

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 17, 1972

SUBJECT: Work by Railroad Forces
Fountain Slide Section
Columbia River Highway
Project No. I-80N-2(48)48
Contract No. 7319

To: C. T. Keasey
Construction Engineer

FROM:
Edgar L. Johnsen
Special Studies and Chief Cost Engineer

The Fountain Landslide has continued to move since completion of Contract No. 7319 in the fall of 1970. The degree and period of movement is recorded on the attached logs, graphs and other engineering data. The slide activity increases during the winter months. However, the magnitude of movement substantially decreased after the 1970 unloading project was completed.

The slide correction project I-80N-2(48)48 was insufficient to completely stop the slide. The slide movement has continued to affect both the highway and the Union Pacific Railroad north of the highway. Costs which they document in 1971 and through the first six months of 1972 and were incurred by the Railroad to maintain alignment across the slide area are largely attributable to movement of the Fountain Landslide. Payment for the extraordinary maintenance expense across the still active Fountain Landslide is recommended to you.

ELJ:fw

Attachments: Slope meter drill logs SM 1 thru 49 and RV-1
Graphs with movement data
Graph of railroad movement, 1968-1969

SP*52675-794

Routing
Keasey K
Bond
RECEIVED
OCT 3 1972
CONSTRUCTION SECTION
Pease E
Glenn
Litchfield
Berg

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 3, 1972

SUBJECT: Work by Railroad Forces
Fountain Slide Section
Columbia River Highway
Hood River County
Project No. I-80N-2(48)48

To: Mr. C. T. Keasey
Construction Engineer
BUILDING

During the early part of 1971, a portion of the Fountain Slide began movement toward the railroad and caused the disruption of railroad facilities. During early March, 1971, the railroad and highway division exchanged letters and telegrams during which the railroad alleged the State was responsible for reimbursing them for their costs incurred to protect their facilities during the slide. The State acknowledged their letters and received an eligible date from the Federal Highway Administration, but did not agree that work performed by railroad forces was reimbursable by the State. All this is related in correspondence in your file beginning with Mr. R. B. Hardin's telegram to F. D. Morgan, dated February 10, 1971, and ending substantially with the Federal Highway Administration's letter to Mr. Porter, dated March 17, 1971, establishing February 10, 1971 as an eligibility date for Federal participation.

Since that time, throughout 1971 and the first 6 months of 1972, the railroad has accummulated a total expense of $71,368.06 which are included in three bills dated October 6, 1971, February 29, 1972 and September 8, 1972. One copy of each of these bills is attached. The railroad has been pressing for payment of these bills for several months, and the time apparently has come for the State to take a stand as to whether we will pay the bills or not. Jack Sollis' legal opinion dated March 5, 1971, stated: "It will have to be an engineering determination as to whether the damage complained of by the railroad in their March 1st letter is the result or is connected with the Fountain Slide project. If this new damage is connected with the Fountain Slide project, then it comes within the two year period and the Highway Division would be responsible".

It would now appear that we have enough engineering information so that we may state to the railroad one way or the other whether we are willing to accept responsibility of this railroad expense or whether we should deny the responsibility and leave the determination for a court to decide at some future date.

Inasmuch as we suspect that this area has been an area of high maintenance for the railroad for many years, we may be able to obtain from them their maintenance costs over the past 10 years as evidence that their costs recently occurred are significantly in excess of their "normal" maintenance costs for this area. On the other hand, the railroad may not be willing to release this information to us.

These bills are being transmitted to you for your further review and discussion with the front office.

TWL:dl
Enclosure
cc: V. E. Skoog
J. F. Putnam

T. W. Litchfield
Railroad and Utility Engineer

Routing
Keasey
Bond
RECEIVED
OCT 3 1972
CONSTRUCTION
SECTION
Fesse
Glenn
Litchfield
Berg

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 3, 1972

SUBJECT: Work by Railroad Forces
Fountain Slide Section
Columbia River Highway
Hood River County
Project No. I-80N-2(48)48

To: Mr. C. T. Keasey
Construction Engineer
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These bills are being transmitted to you for your further review and discussion with the front office.

T. W. Litchfield
Railroad and Utility Engineer

TWL:dl
Enclosure
cc: V. E. Skoog
J. F. Putnam

4-71-200M
Form T-130-A
(WHITE)

UNION PACIFIC RAILROAD COMPANY

1416 DODGE ST., OMAHA, NEBRASKA 68102
TRANSPORTATION DIVISION

PLEASE REMIT TO
DIRECTOR-CREDIT and COLLECTION
AT THE ABOVE ADDRESS

State of Oregon
Highway Department
Salem, Oregon
(C/O Supt. T. P. Rogers - Albina)

BILL NO. 374369
MONTH'S ACCOUNT 9-1972
GBM DEPT. NO. 2039
DATE September 8, 1972

$8337.74

To Assure Proper Credit To Your Account, Please Detach Top Portion and Include With Your Remittance.

UNION PACIFIC RAILROAD COMPANY BILL NO. 374369 DATE 9/8/72

For extra-ordinary track maintenance, aligning and surfacing track, at MP-47.65 to MP-48.2, Ranger Relocation, at or near Cascade Locks, Oregon , per Contract Audit No. 104040, during January thru June 1972, per detail attached.	8337 74
PAY THIS AMOUNT	8337 74

"I certify that the above bill is correct and just and that payment therefore has not been received."
PAYEE: Union Pacific Railroad Company

BY: G. L. Satson

For Manager - Billing and Contracts

(Staple Attachments Here)

For further information address Manager - General Ledger Accounting, U.P.R.R. Co., 1416 Dodge St., Omaha, Nebraska 68102

Expense incurred by UPRR Co. for extra-ordinary track maintenance, aligning and surfacing track, at MP-47.65 to MP-48.2, Ranger relocation at or near Cascade Locks, Oregon, per Contract Audit No. 104040, during January thru June 1972.
Billed in accordance with Policy & Procedure Memorandum 30-3.

The records supporting the charges in this bill are located in the office of Manager-Billing & Contracts, at Omaha, Nebraska.

January 1972			
Sec. Gang 7163			
Foreman	35 hrs @ 4.5609 hr	159.63	
"	44 hrs @ 6.84 hr	300.96	
Laborers	105 hrs @ 3.7644 hr	395.26	
"	42 hrs @ 5.64 hr	236.88	1092.73
Use of Company Owned Equipment:			
Motor car	72 hrs @ .3125 hr	22.50	
" "	7 hrs @ 50% of .3125 hr	1.09	23.59
February 1972			
Foreman	27 hrs @ 4.5609 hr	123.14	
"	39 hrs @ 6.84 hr	266.76	
Laborers	78 hrs @ 3.7614 hr	293.39	
"	36 hrs @ 5.64 hr	203.04	886.33
Motor car	64 hrs @ .3125 hr	20.00	
" "	2 hrs @ 50% of .3125 hr	.31	20.31
March 1972			
Foreman	71 hrs @ 4.5609 hr	323.82	
"	24 hrs @ 6.84 hr	164.16	
Laborers	8 hrs @ 4.0030 hr	32.02	
"	188 hrs @ 3.7614 hr	707.14	1227.14
Motor Car	71 hrs @ .3125 hr		22.19
April 1972			
Foreman	50 hrs @ 4.7889 hr	239.45	
"	30 hrs @ 7.185 hr	215.55	
Laborers	149 hrs @ 3.9495 hr	588.48	1043.48
Motor Car	80 hrs @ .35 hr		28.00
May 1972			
Foreman	80 hrs @ 4.7889 hr	383.11	
"	27 hrs @ 7.185 hr	194.00	
Laborers	240 hrs @ 3.9495 hr	947.88	1524.99
Motor car	107 hrs @ .35 hr		37.45

June 1972

Foreman	11 hrs @ 4.7889 hr	52.68	
"	21 hrs @ 7.185 hr	150.89	
Laborers	25 hrs @ 3.9495 hr	98.74	302.31
Motor car 32 hrs @ .35 hr			11.20
Additives 33.54% on 6076.98			2038.22
Plus .06 hr Supp Pension on 1330 hrs			79.80
		Total	$ 8337.74

4-71-200M
Form T-130-A
(WHITE)

UNION PACIFIC RAILROAD COMPANY

1416 DODGE ST., OMAHA, NEBRASKA 68102
TRANSPORTATION DIVISION

PLEASE REMIT TO
DIRECTOR-CREDIT and COLLECTION
AT THE ABOVE ADDRESS

State of Oregon
Highway Department
Salem, Oregon
(C/O Supt. R. B. Hardin - Albina)

BILL NO. 180650
MONTH'S ACCOUNT 2-1972
GBM DEPT. NO. 218
DATE February 29, 1972
$1622.77

- To Assure Proper Credit To Your Account, Please Detach Top Portion and Include With Your Remittance. -

UNION PACIFIC RAILROAD COMPANY BILL NO. 180650 DATE

For extra-ordinary track maintenance, aligning and surfacing track, at MP-47.65 to MP-48.2, Ranger relocation, at or near Cascade Locks, Oregon, per Contract Audit No. 104040, during July thru December 1971, per detail attached.	1622	77
PAY THIS AMOUNT	1622	77

"I certify that the above bill is correct and just and that payment therefore has not been received."

PAYEE: Union Pacific Railroad Company

Original Signed

BY: D. J. KRZYCKI

Manager - Billing and Contracts

(Staple Attachments Here)

For further information address Manager - General Ledger Accounting, U.P.R.R. Co., 1416 Dodge St., Omaha, Nebraska 68102

Expense incurred by UPRR Co. for extra-ordinary track maintenance, aligining and surfacing track, at MP-47.65 to MP-48.2, Ranger relocation, at or near Cascade Locks, Oregon, per Contract Audit No. 104040, during July thru December 1971.
Billed in accordance with Policy & Procedure Memorandum 30-3.

The records supporting the charges in this bill are located in the office of Manager-Billing & Contracts, at Omaha, Nebraska.

July 1971		
PR-730 TLM-43 Operator - Line track		
Labor: 17 hrs @ 4.1727 hr	70.94	
Additives 33.54%	23.79	
Plus .06 hr Supplemental Pension of 17 hrs	1.02	95.75
Use of Company Owned Equipment:		
TLM-43 2 days @ 63.00 day	126.00	
" 1 hr @ 50% of 7.88 hr	3.94	129.94
August 1971		
PR-730 TLM-43 Operator - Line track		
Labor: 43 hrs @ 4.1727 hr	179.43	
Additives 33.54%	60.18	
Plus .06 hr Supplemental Pension of 43 hrs	2.58	
Personal expense	10.00	252.19
TLM-43 5 days @ 63.00 day	315.00	
" 3 hrs @ 50% of 7.88 hr	11.82	
" Standby time 2 days @ 19.50 day	39.00	365.82
PR-714 Sec. Gang 7163		
July thru November 1971 - No expense		
December 1971 Sec. Gang 7163		
Foreman 28 hrs @ 4.5609 hr (Reg-time)	127.71	
" 18 hrs @ 6.84 hr (Overtime)	123.12	
Laborers 84 hrs @ 3.7614 hr	315.96	
Additives 33.54% on 566.79	190.10	
Plus .06 hr Supplemental Pension on 130 hrs	7.80	764.69
Motor car 46 hrs @ .3125 hr		14.38
		$ 1622.77

4-71-200M
Form T-130-A
(WHITE)

UNION PACIFIC RAILROAD COMPANY
[illegible]6 DODGE ST., OMAHA, NEBRASKA [illegible]102
TRANSPORTATION DIVISION

PLEASE REMIT TO
DIRECTOR-CREDIT and COLLECTION
AT THE ABOVE ADDRESS

State of Oregon
Highway Department
Salem, Oregon
(C/O Supt. R. B. Hardin - Albina)

BILL NO. 172100
MONTH'S ACCOUNT 10-1971
GBM DEPT. NO. 882
DATE October 6, 1971
$61,407.55

To Assure Proper Credit To Your Account, Please Detach Top Portion and Include With Your Remittance.

UNION PACIFIC RAILROAD COMPANY BILL NO. 172100 DATE

Expense incurred by UPRR Co. for extra-ordinary track maintenance, aligning and surfacing track and damages caused by earth slide, MP-47.65 to MP-48.2, Ranger relocation, at or near Cascade Locks, Oregon, per Contract Audit No. 104040, during January thru June, 1971, per detail attached.	61,407	55
PAY THIS AMOUNT	61,407	55

"I certify that the above bill is correct and just and that payment therefore has not been received."

BY:

For Manager - Billing and Contracts

(Staple Attachments Here)

For further information address Manager - General Ledger Accounting, U.P.R.R. Co., 1416 Dodge St., Omaha, Nebraska 68102

Expense incurred by UPRR Co. for extra-ordinary track maintenance, aligning and surfacing track & damages caused by earth slide, MP-47.65 to MP-48.2, Ranger relocation, at or near Cascade Locks, Oregon, per Contract Audit No. 104040, during January thru June 1971.
Billed in accordance with Policy & Procedure Memorandum 30-3.

The records supporting the charges in this bill are located in the office of Manager-Billing & Contracts, Omaha, Nebraska.

January 1971

Gang 7163 Extra-ordinary track maintenance.			
Foreman	44 hrs @ 4.17 hr	183.48	
"	48 hrs @ 6.265 hr	300.72	
Laborers	113 hrs @ 3.4445 hr	389.23	
"	18 hrs @ 5.165 hr	92.97	
Plus Additives 33.54% on 966.40		324.13	
Plus .06 hr Supplemental Pension on 223 hrs		13.38	1303.91
Use of Company Owned Equipment:			
Motor car 92 hrs @ .3125 hr			28.75
Gang 7164 Remove trees from track			
Foreman	4 hrs @ 6.265 hr	25.06	
Laborers	8 hrs @ 5.165 hr	41.32	
Additives 33.54% on 66.38		22.26	
Plus .06 hr Supplemental Pension on 12 hrs		.72	89.36
Motor car 4 hrs @ .3125 hr			1.25

February 1971

Gang 7163 Extra-ordinary track maintenance, etc account slide			
Foreman	92 hrs @ 4.176 hr	384.19	
"	134 hrs @ 6.265 hr	839.51	
Laborers	360 hrs @ 3.4445 hr	1240.02	
"	296 hrs @ 5.165 hr	1528.84	
Plus Additives 33.54% on 3992.56		1339.10	
Plus .06 hr Supplemental Pension on 882 hrs		52.92	5384.58
Motor car 178 hrs @ .3125 hr		55.63	
" 48 hrs @ 50% of .3125 hr		7.50	63.13
Gang 7162 Extra-ordinary track maintenance			
Foreman	48 hrs @ 4.1766 hr	200.48	
Laborers	48 hrs @ 3.445 hr	165.36	
"	80 hrs @ 3.4151 hr	273.21	
Plus Additives 33.54% on 639.05		214.34	
Plus .06 hr Supp Pension on 176 hrs		10.56	863.95

CBC

February 1971

REO Gang 7941 Line track		
Track Liner Operator 72 hrs @ 4.0122 hr	288.88	
Personal expense	18.00	
Plus Additives 33.54% on 288.88	96.89	
Plus .06 hr Supp Pension on 72 hrs	4.32	408.09
TLM-43 9 days @ 63.00 day	567.00	
" Standby time 2 days @ 19.50 day	39.00	606.00
Gang 7691 Extend slide warning fence		
Foreman 104 hrs @ 5.1938 hr	540.16	
Signalmen 160 hrs @ 3.7977 hr	607.63	
Asst. Signalmen 288 hrs @ 3.1789 hr	915.52	
Per Diem expense allowance	357.00	
Plus Additives 33.54% on 2063.31	692.03	
Plus .06 hr Supp Pension on 552 hrs	33.12	3145.46
Material Installed:		
16 SH 20' Trt'd line poles @ 75% of 13.40 ea	160.80	
4 SH Rod anchors 5/8", 8' @ 75% of 2.0546 ea	6.17	
4 N Anchors 10S, 10" @ 5.25 ea	21.00	
In lieu F.L. Frt 2% on 21.00	.42	
Plus 5% Hdlg on 188.39	9.42	
Frt 5968# Albina-Wyeth 49 Mi @ .01 TM	1.46	199.27
Rev Car UP-188529 28 days @ .72 day	20.16	
" " UP-184130 28 days @ .83 day	23.24	
6 Outfit cars 28 days ea @ 3.50 day	588.00	
Jt Propn 552/1008 hrs or 54.76% of 631.40	631.40	345.75
3 Ton truck 10 days @ 32.00 day	320.00	
Motor car 3 days @ 2.50 day	7.50	327.50

March 1971

Gang 7691 Extend R.S. fence & relocate style "B" case		
Foreman 96 hrs @ 4.5163 hr	433.56	
Signalmen 160 hrs @ 3.7977 hr	607.63	
Asst. Signalmen 304 hrs @ 3.1789 hr	966.39	
Per Diem expense allowance	322.00	
Plus Additives 33.54% on 2007.58	673.34	
Plus .06 hr Supp Pension on 560 hrs	33.60	3036.52

C32

Material Installed:		
2# 16 penny anils @ .40 lb	.80	
100' 3/16", 1 1/4" cord belting @ .0219'	2.19	
2 N Foundations Fig "A" base @ 14.60 ea	29.20	
4 N Foundations Fig "C" pedestals 4" @ 15.65 ea	62.60	
75' Cable UG 10 awg 5 Cond. @ .7932'	59.49	
8500' Wire wp, 10 awg MHD copper (430#) @ .5945#	255.64	
72 N Strain Insulators #500-D @ .9483 ea	68.28	
40 N Nicopress sleeves @ .0695 ea	2.78	
25 N Fence staples 1 3/4" (1 1/2#) @ .1906#	.29	
550' Wire Iron line (33#) @ .1897#	6.26	
2 - 1/2# Rolls Manson tape @ .6092 roll	1.22	
In lieu F.L. Frt 2% on 488.75	9.78	
Plus 5% Hdlg on 498.53	24.93	
Frt 1534# Albina-Wyeth 49 Mi @ .01 TM	.38	523.84
Use of Company Owned Equipment:		
6 Outfit cars 31 days ea @ 3.50 day	651.00	
2 Rev cars 31 days ea @ .72 day	44.64	
Jt Propn 560/1256 hrs or 44.59%	695.64	310.19
3 Ton truck 10 days @ 32.00 day	320.00	
Motor car 10 days @ 2.50 day	25.00	345.00
REO Gang 7941 Raise track		
Jack tamper operator 8 hrs @ 6.02 hr	48.16	
Plus Additives 33.54%	16.15	
Plus .06 hr Supp Pension on 8 hrs	.48	64.79
JT-17 Tamper 1 day @ 111.00 day		111.00
REO Gang 7941 Excavate culvert		
Crane 902045		
Operator 16 hrs @ 4.0934 hr	65.49	
Helper 16 hrs @ 3.5920 hr	57.47	
Per Diem expense allowance	8.00	
Plus Additives 33.54% on 122.96	41.24	
Plus .06 hr Supp Pension on 32 hrs	1.92	174.12
5 Outfit cars 31 days ea @ 3.50 day	542.50	
Jt Propn 572/3276 hrs or 17.46%		94.72
REO Gang 7941 Correct track & roadbed account slide condition		
Operators 184 hrs @ 4.0934 hr	753.19	
" 7 hrs @ 6.14 hr	42.98	
Per Diem expense allowance	44.00	
Plus Additives 33.54% on 796.17	267.04	
Plus .05 hr Supp Pension on 191 hrs	11.46	1118.67

aBc

March 1971

Use of Company Owned Equipment:		
Jack Tamper JT-14 10 days @ 111.00 day	1110.00	
" " " Standby 4 days @ 35.00 day	140.00	
TLM-35 Liner 12 days @ 63.00 day	756.00	
" " Standby 4 days @ 19.50 day	78.00	2239.00
TMT-12 Tamper 1 day @ 155.00 day	155.00	
Gang 7163 Extra-ordinary track mtnce, dump ballast, account slides & soft track		
Foreman 184 hrs @ 4.1766 hr	768.49	
" 66 hrs @ 6.265 hr	413.49	
Laborers 427 hrs @ 3.4445 hr	1470.80	
" 93 hrs @ 5.165 hr	480.35	
Plus Additives 33.54% on 3133.13	1050.85	4230.18
Plus .06 hr Supp Pension on 770 hrs	46.20	
Motor car 219 hrs @ .3125 hr	68.44	73.28
" 31 hrs @ 50% of .3125 hr	4.84	
Gang 7902 Relined track account slide		
Foreman 24 hrs @ 4.4067 hr	105.76	
" 2 hrs @ 6.61 hr	13.22	
Truck Driver 24 hrs @ 3.6658 hr	87.98	
" " 2 hrs @ 5.50 hr	11.00	
Laborers 112 hrs @ 3.4002 hr	380.82	
" 10 hrs @ 5.10 hr	51.00	
Plus Additives 33.54% on 649.78	217.94	878.16
Plus .06 hr Supp Pension on 174 hrs	10.44	
2 1/2 Ton truck 25 hrs @ 1.88 hr		47.00
Gang 7902 Surface & line track in slide area		
Truck Driver 24 hrs @ 3.6658 hr	87.98	
" " 3 hrs @ 5.50 hr	16.50	
Plus Additives 33.54% on 104.48	35.04	
Plus .06 hr Supp Pension on 27 hrs	1.62	141.14
2 1/2 Ton truck 24 hrs @ 1.88 hr	45.12	
" 3 hrs @ 50% of 1.88 hr	2.82	47.94
Gang 7905 Raise & line track		
Foreman 32 hrs @ 4.5469 hr	145.50	
" 13 hrs @ 6.8204 hr	88.67	
Laborers 544 hrs @ 3.5362 hr	1923.69	
" 274 hrs @ 5.3043 hr	1453.38	
Plus Additives 33.54% on 3611.24	1211.21	4874.23
Plus .06 hr Supp Pension on 863 hrs	51.78	

QBC

March 1971

REO Gang 7941 Surface & line track in slide area		
REO Helper 40 hrs @ 3.5939 hr	143.76	
" " 12 1/2 hrs @ 5.39 hr	67.38	
Operator 81 hrs @ 4.0122 hr	324.99	
" 16 hrs @ 6.02 hr	96.32	
" 88 hrs @ 4.0934 hr	360.22	
" 25 1/2 hrs @ 6.14 hr	156.57	
Per Diem expense allowance	60.00	
Plus Additives 33.54% on 1149.24	385.46	
Plus .06 hr Supp Pension on 263 hrs	15.78	1610.48
Material Installed: 1739 Cu Yds (37 cars) Barnhart ballast @ 87.42 car	3234.54	
675 Cu Yds (15 cars) Walker pit ballast @ 6.82 car	102.30	
Frt 1,780,650# Walker Pit, Wn. to Wyeth, Ore. 196 Mi @ .01 TM	1745.04	
Frt 4,587,482# Barnhart, Ore to Wyeth, Ore. 159 Mi @ .01 TM	3647.05	8728.93
Use of Company Owned Equipment:		
1 - Crane 902045 (25 Ton Cap) 6 days @ 217.00 day	1302.00	
" " Standby 1 day @ 68.00 day	68.00	
1 - TLM-35 Liner 7 days @ 63.00 day	441.00	
" " Standby 1 day @ 19.50 day	19.50	
1 - Bulldozer 6 days @ 67.00 day	402.00	
" Standby 1 day @ 19.25 day	19.25	
1 - BR-20 Ballast Regulator 6 days @ 74.00 day	444.00	
" " Standby 1 day @ 23.00 day	23.00	2718.75

Form 4967-8 Work Train Service
Sistribute ballast:

March 9	Crane 902045	Pilot	Service	8'	41.21	
10	"	"	"	12'	56.35	
11	"	"	"	10' 32"	47.33	
12	"	"	"	8'	40.81	
13	"	"	"	8'	40.81	
15	"	"	"	8'30"	41.21	
17	"	"	"	8'30"	41.21	
18	"	"	"	11'10"	51.20	
25	"	"	"	11'05"	50.88	
26	"	"	"	10'25"	46.69	
Plus Additives 33.54% on 457.70					153.51	
Plus .06 per hr Supp Pension on 96 & 12/60 hrs					5.77	616.99

CBC

March 1971

Form 4967-8 Work Train Serv:

				Trainmen	Enginemen	
March 10	Engine	No. 827	13'55"	187.24	72.73	
11	"	No. 834	12'50"	169.49	65.84	
14	"	No. 834	14'	188.13	73.08	
23	"	No. 822	14'	188.13	73.08	
27	"	No. 823	12'50"	151.75	58.26	
				884.74	342.99	1227.73

Plus Additives 33.54% on 1227.73		411.78
Equipment Rental:		
Unit 827 2250 HP 13'55" @ 14.2754 hr	198.67	
834 " 12'50" @ "	183.20	
834 " 14' @ "	199.86	
822 " 14' @ "	199.86	
823 " 12'50" @ "	183.20	964.79
31 Rev cars 1 day ea @ .96 day	29.76	
21 Rev cars 1 day ea @ .65 day	13.65	43.41
15 Cars Walker Pit-Wyeth 196 mi @ .0139 mi	40.87	
37 cars Barnhart-Wyeth 159 Mi @ .0171 mi	100.60	141.47
REO Gang 7941 Unload ballast		
Operator 32 hrs @ 4.0934 hr	130.99	
" 7 hrs @ 6.14 hr	42.98	
Helper 32 hrs @ 3.5920 hr	114.94	
" 7 hrs @ 5.39 hr	37.73	
Per Diem expense allowance	16.00	
Plus Additives 33.54% on 326.64	109.56	
Plus.06 hr Supp Pension on 78 hrs	4.68	456.88
Crane UP-902045 4 days @ 217.00 day		868.00
Gang 7164 Dump rock & line track		
Foreman 24 hrs @ 4.1766 hr	100.24	
" 2 hrs @ 6.265 hr	12.53	
Laborers 88 hrs @ 3.4445 hr	303.12	
" 9 hrs @ 5.165 hr	46.49	
Plus Additives 33.54% on 462.38	155.08	
Plus.06 hr Supp Pension on 123 hrs	7.38	624.84
Motor car 25 hrs @ .3125 hr		7.81
T.J. Scanlon - Public Project Engr.		
4 hrs @ 6.0978 hr	24.39	
Plus Additives 33.54%	8.18	
Plus .06 hr Supp Pension on 4 hrs	.24	32.81

CBC

March 1971

Gang 7162 Extra ordinary track maintenance		
Foreman 136 hrs @ 4.1766 hr	568.02	
" 24 hrs @ 6.265 hr	150.36	
Laborers 112 hrs @ 3.445 hr	385.84	
" 24 hrs @ 5.165 hr	123.96	
" 240 hrs @ 3.4151 hr	819.62	
" 39 hrs @ 5.1227 hr	199.79	
" 24 hrs @ 4.6122 hr	110.69	
Plus Additives 33.54% on 2358.28	790.97	
Plus .06 hr Supp Pension on 599 hrs	35.94	3185.19
Motor car 17 days @ 2.50 day		42.50

April 1971

Gang 7691 Rearrange rock slide fence		
Foreman 32 hrs @ 4.7216 hr	151.09	
Signalman 8 hrs @ 3.7977 hr	30.38	
Asst Signalman 48 hrs @ 3.2070 hr	153.94	
" " 32 hrs @ 3.1789 hr	101.72	
Per Diem expense allowance	73.00	
Plus Additives 33.54% on 437.13	146.61	
Plus .06 hr Supp Pension on 120 hrs	7.20	663.94
Material Installed:		
1/4" Fence staples 1 3/4" @ .1906#	.05	
160' Iron line wire 10# @ .1897#	1.90	
30 Nicopress sleeves @ .0695 ea	2.09	
120' Wire wp-10 AWG copper 6# @ .5945 #	3.57	
In lieu F.L. Frt 2% on 7.61	.15	
Hdlg 5% on 7.76	.39	
Frt 13# Albina-Wyeth, Ore, 49 Mi @ .01 TM	.01	8.16
8 Outfit cars 30 days ea @ 3.50 day	840.00	
Jt Propn 120/1374 hrs or 8.73%		73.33
3 Ton truck 3 days @ 32.00 day		96.00
Gang 7163 Surfacing, aligning track, dump ballast		
Foreman 81 hrs @ 4.3437 hr	351.84	
" 25 hrs @ 6.515 hr	162.88	
Laborers 194 hrs @ 3.5823 hr	694.97	
Plus Additives 33.54% on 1209.69	405.73	
Plus .06 hr Supp Pension on 300 hrs	18.00	1633.42
Motor car 106 hrs @ .3125 hr		33.13
Gang 7164 Raise track		
Foreman 16 hrs @ 4.3437 hr	69.50	
Laborers 40 hrs @ 3.5823 hr	143.29	
Plus Additives 33.54% on 212.79	71.37	
Plus.06 hr Supp Pension on 56 hrs	3.36	287.52
Motor car 2 days @ 2.50 day		5.00

CBC

April 1971

Gang 7162 Extra-ordinary track maintenance		
Foreman 16 hrs @ 4.3437 hr	69.50	
Laborers 16 hrs @ 3.5517 hr	56.83	
Plus Additives 33.54% on 126.33	42.37	
Plus .06 hr Supp Pension on 32 hrs	1.92	170.62
Motor car 2 days @ 2.50 day		5.00
REO Gang 7941 Raise track account slide		
Operator 32 hrs @ 4.2571 hr	136.23	
Per diem expense allowance	8.00	
Plus Additives 33.54% on 136.23	45.69	
Plus .06 hr Supp Pension on 32 hrs	1.92	191.84
TMT-12 Tamper 4 days @ 155.00 day		620.00
REO Gang 7941		
Operator 16 hrs @ 4.2571 hr	68.11	
" 16 hrs @ 4.1727 hr	66.76	
Plus Additives 33.54% on 134.87	45.24	
Plus .06 hr Supp Pension on 32 hrs	1.92	182.03
TLM-35 Liner 2 days @ 63.00 day	126.00	
TMT-12 Tamper 2 days @ 155.00 day	310.00	436.00

May 1971

Gang 7163 Extra-ordinary track maintenance		
Foreman 40 hrs @ 4.3437 hr	173.75	
" 33 hrs @ 6.515 hr	215.00	
Laborers 112 hrs @ 3.5823 hr	401.22	
" 1 hr @ 5.375 hr	5.38	
Plus Additives 33.54% on 795.35	266.76	
Plus .06 hr Supp Pension on 186 hrs	11.16	1073.27
Motor car 73 hrs @ .3125 hr		22.81
Gang 7941 Raise & surface track in slide area		
REO JT-17 Operator 42 hrs @ 4.1727 hr	175.25	
REO TMT-12 " 42 hrs @ 4.2571 hr	178.80	
Plus Additives 33.54% on 354.05	118.75	
Plus .06 hr Supp Pension on 84 hrs	5.04	477.84
JT-17 Tamper 5 days @ 111.00 day	555.00	
TMT-12 Tamper 5 days @ 155.00 day	775.00	1330.00

June 1971

REO Gang 7941 Line track in slide area		
REO TLM-43 Liner operator 26 hrs @ 4.1727 hr	108.49	
Plus Additives 33.54% on 108.49	36.39	
Plus .06 hr Supp Pension on 26 hrs	1.56	146.44
TLM-43 Liner 3 days @ 63.00 day	189.00	
" " 2 hrs @ 50% on 7.88 hr	7.88	196.88

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June 1971

Gang 7163 Extra-ordinary track maintenance			
Foreman	32 hrs @ 4.3437 hr	139.00	
"	24 hrs @ 6.515 hr	156.36	
Laborers	88 hrs @ 3.5823 hr	315.24	
Plus Additives 33.54% on 610.60		204.80	
Plus .06 hr Supp Pension on 144 hrs		8.64	824.04
Motor car 56 hrs @ .3125 hr			17.50
Cost to compile			
September 1971	Bill Clerk		
	24 hrs @ 744.09 Mo (22)	101.47	
	Bill Examiner		
	2 hrs @ 744.09 Mo (22)	8.46	
	Comptometer Operator		
	1 hr @ 687.40 Mo (22)	3.91	
	Plus Additives 33.54% on 113.84	38.18	
	Plus .06 hr Supp Pension on 27 hrs	1.62	153.64
		Total	$ 61,407.55

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STATE OF OREGON
DEPARTMENT OF JUSTICE
SALEM 97310

INTER AGENCY MEMORANDUM DATE: August 3, 1972

TO: Fred Klaboe

FROM: Donald J. Howe

SUBJECT: Fountain Slide

Please read enclosed trial brief carefully, and if you have any questions, comments or corrections, let me know.

DJH:kk
Enclosure

8-9-72
Ed Johnson will make comments.
J

file

RECEIVED
AUG 4 1972
OFFICE OF
STATE HIGHWAY ENGINEER

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

MULLEN CORPORATION,)
Plaintiff,)
vs.) No. 75580
STATE OF OREGON, acting by and through the Oregon State Highway Commission,)
Defendant.) TRIAL MEMORANDUM

SUMMARY OF FACTS

The claim in this case arises out of a contract between the plaintiff and the State of Oregon to grade and pave the Fountain Slide Section of the Columbia River Highway. The project was required because a massive slide known as Fountain Slide was buckling the highway and moving it toward the Columbia River. In an effort to relieve pressure on the highway at the slide area, a contract had previously been completed by Morrison-Knudsen, Inc., removing a large quantity of material above the highway. The results of this excavation were obvious to a casual observer.

A major part of the contract here involved was for excavation and removal of an estimated 1,715,000 cubic yards of material for a unit price. Bids were received November 13, 1969. Ten bids were received, and S. S. Mullen, Inc., was low bidder by approximately $275,000. The unit bid for moving material was $0.84 a cubic yard.

On November 14, 1969, S. S. Mullen, Inc., sent a telegram to the State Highway Engineer stating that it had found an error in its bid and wanted to discuss it. On November 18, 1969, the Secretary of the Highway Commission advised S. S. Mullen, Inc., that the award of the contract had been deferred pending clarification of the claimed error in the Mullen bid. This was pursuant to action of the State Highway Commission in regular session on November 18, 1969, whereby the Commission "deferred award pending clarification of error by the low bidder, S. G. Mullen Construction, a division of the Mullen Corporation, in the amount of $1,675,210." On November 28, 1969, Mr. F. B. Klaboe, Assistant State Highway Engineer, was advised by phone by a representative of Mullen that they were certain they were going to take the job. On December 4, 1969, copies of the contract were forwarded to Mullen for signature. On December 19, 1969, the Contracts Manager for Mullen advised that the contract and bond would be executed and returned the "first of next week." On December 23, 1969, at a regular meeting of the State Highway Commission the award of the contract was confirmed.

The contract plans made available to bidders included a map of the slide area with a route to the west labeled "Possible haul road (Route to be Selected & Road Const. by Contractor)". The map indicated three suggested disposal areas labeled as "possible" disposal areas as shown on attached page of the plans marked Exhibit "A". None of the materials were deposited in these areas. All materials were deposited in areas selected by the contractor. The haul distance from the slide area to these disposal areas and the distance to the disposal area actually used by the contractor were approximately the same.

On November 21, 1969, Walter Wright, civil engineer with Shannon and Wilson, a firm of civil engineers, was retained by the Mullen Corporation and inspected the site with representatives of Mullen. Mr. Wright advised them at that time, according to a deposition taken March 31, 1972, that the only kind of road they could construct in the vicinity of the "possible haul road" would be, in essence, a one-way logging road, ten feet in width, which would accommodate dump trucks.

The contractor first began building haul roads to the east. Representatives of the contractor also began negotiating for a disposal site with one Kenneth Kirby, located to the east of the slide excavation area. A written agreement between Kirby and the Mullen Corporation was entered into on January 22, 1970, providing for a disposal area on property owned by Kirby.

Since the purpose of the contract was to attempt to eliminate pressure on the slide area by removing earth, the contract contained the following provisions:

> "102-2.1 Disposal of Excess Materials. All excavated materials will be classed as excess and shall become the property of the contractor at the point of excavation. Excess materials shall be disposed of in conformance with the following:
>
> > "1. All material shall be disposed of in a manner satisfactory to the engineer.
> >
> > "2. Access to the Columbia River Highway will be restricted to existing established access points only.
> >
> > "3. Any crossing of the highway shall be by grade separation structure.
> >
> > "4. No material may be disposed of south of the Columbia River Highway within the limits of Sections 33, 34 and 35 T 3 N, R 8 E, or Sections 2, 3 and 4 T 2 N, R 8 E. It has been determined that disposal of any materials in the above described areas may be detrimental to the Columbia River Highway and the Union Pacific Railroad and their appurtenances, therefore disposal of this material in the above described areas will be considered a violation of the provisions of the contract, and the contract will be subject to termination by the Commission as set forth in Article 8-9." (page 17)

A dispute arose concerning the use of excavated slide material in the areas restricted by Provision 102-2.1(4). Differences over placement of slide material first became apparent at a preconstruction conference held January 5, 1970.

On February 4, 1970, Mullen's project manager, Robert Barenz, advised the resident engineer that S. S. Mullen, Inc., had obtained the services of Jones Associates who had prepared plans and profiles of proposed haul roads which provided for placement of "290,000 cubic yards of borrow and a substantial amount of unanticipated cut" on the east and west haul roads.

Controversy between the state and the contractor concerning use of slide material in the restricted areas continued in meetings and correspondence.

Prior to the January 5 conference, Mullen representatives had entered into negotiations with Hood River County to improve the county-owned portion of roads used to haul to the east. An agreement was reached February 24, 1970.

Clearing was started on the lower east haul road on February 12, 1970. The same day clearing was begun on the west haul road at a location about 500 feet southerly of the location shown on the plans.

Work was done on the west haul road on March 25 and 26 and May 18 and 19. On May 20 a slide occurred on the west haul road.

Work continued without further effort to construct the west haul road until July 8 when a bulldozer began benching on this haul road. Work was stopped by orders from Mullen representatives in the Seattle office on July 9, 1970. This was the last attempt to continue construction on the west haul road.

The total material removed from the slide was 1,657,000 cubic yards. None of this material was deposited in possible disposal areas A, B, or C. All material was deposited in the east haul road, the west haul road, the county road, the Wyeth disposal area owned by Kenneth Kirby and the right of way owned by the state adjacent to the Wyeth disposal area. The following figures show the estimated amounts deposited in the various locations:

West haul roads	-----	20,000 cubic yards
East haul roads	-----	236,000 cubic yards
County road	-----	298,000 cubic yards
The right of way adjacent to the Wyeth disposal area	-----	260,000 cubic yards
Property owned by Kenneth Kirby	-----	903,000 cubic yards

Ed Johnson checking.

The contractor is claiming damages it says resulted from the slide-out of the west haul road. However, such damages are not possible under the contract. The plaintiff's remedy was to file a formal notice of complaint as provided by the contract with the state engineer at the time the slide-out occurred. By simply proceeding to complete the contract, the plaintiff lost its right to complain.

Furthermore, the slide-out was not a changed condition leading to a reformation of the contract. Plaintiff had a duty to fully inform itself of the nature of the contract and to examine the site. Both parties were, in fact, fully informed at the time the contract was awarded. The state did not withhold information from the contractor, nor did it misrepresent conditions. The contractor did not in reality rely on the state's plan and the state's map, but rather on the knowledge of its own experts. Nor could the state's map be construed by the contractor as a warranty that a west haul road of the size evidently contemplated by the Mullen Corporation could be built. The language of the contract and circumstances surrounding its award do not entitle plaintiff to rely on defendant's "possible" haul road, and plaintiff's claim is untenable.

PLAINTIFF WAIVED ITS COMPLAINT

After the slide-out of the west haul road, S. S. Mullen, Inc., should have attempted to settle its grievances as provided by the contract.

All contracts with the Oregon State Highway Commission embody the State of Oregon Standard Specifications for Highway Construction, 1964. Article 9-6, on page 67, provides for claims for extra compensation:

> "9-6 Claims for Extra Compensation
>
> "In the event any situation arises which, in the opinion of the contractor, entitles him or will entitle him to compensation additional

> to that which he will receive at the prices and on the basis of payment specifically set forth in the contract and in previously issued extra work orders, price agreements and supplemental agreements, the contractor shall notify the engineer of the situation and of his intention to make claim for such additional or extra compensation. The notice to the engineer shall be made in writing and shall be delivered before any of the extra expense to be claimed is incurred. The notice shall set forth the grounds on which the additional or extra compensation is to be claimed. If notice to the engineer is not thus given, or if the engineer is not afforded proper facilities by the contractor for keeping strict account of actual cost, then the contractor hereby agrees to waive the claim for such extra compensation. Such notice by the contractor, and the fact that the engineer has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. In case the claim is found to be valid and just, it may be allowed and paid for as an extra as provided in Article 4-4 for extra work, or it may be allowed and paid under a supplemental agreement to be entered into between the parties to the contract."

By failing to file a formal notice with the state engineer and by simply completing the contract, the plaintiff waived any theoretical damage and remedy it might now conceive. Nor did the plaintiff afford to the engineer proper facilities for keeping "strict account of actual cost."

NO CHANGED CONDITION

The sliding out of the west haul road was not and did not lead to a changed condition which could be construed to reform the contract between S. S. Mullen, Inc., and the State of Oregon. The condition of the western terrain of the slide area was not unknown nor was the sliding out of haul roads an unforeseen hazard in performing the contract. In computing a bid to remove dirt from a slide area which had been buckling the highway below for years, it would only be reasonable for a contractor to include the risk of constructing the haul roads as a factor in reaching a price.

In Morrison et al. v. State Highway Commission, 225 Or. 178, 357 P.2d 389, 85 A.L.R.2d 203 (1960), when the circuit court was reversed, the contractors were suing for additional costs arising from a highway construction project. They alleged that flooding from irrigation which increased their construction costs was a changed condition. The court found (at 187) that the condition of water at the construction site was not unexpected, that the plaintiffs had merely misjudged the amount. In denying the contractors' recovery, the court pointed out (at 183):

> "The primary question is whether the facts show 'unknown conditions of an unusual nature differing materially from those encountered and generally recognized as inhering in work of the character provided for in the plans and specifications' entitling plaintiffs to additional compensation." (The internal quotation is from the changed conditions clause in that contract.)

The Morrison test should not be abandoned simply because there may be several ways to perform a contract and a contractor computes his bid on the basis of utilizing one way which later becomes impracticable or impossible.

Savage v. Peter Kiewit Sons, Co., 249 Or. 147, 432 P.2d 519 (1967), involved a subcontract to sandblast. The contract could have been performed utilizing three alternative methods. The plaintiff chose one method -- blasting in the air -- and computed his bid accordingly. Because of damage to machinery below, the plaintiff was enjoined and forced to blast inside an aerial structure covering the work area. On appeal by the Oregon State Highway Commission from a declaratory judgment allowing compensation to the subcontractor for extraordinary expenses incurred in performing a contract, the Oregon Supreme Court reversed the trial court. The court said (at 153):

> "The question is whether the unforeseen hazard was one that reasonably should have been guarded against. One purpose of a contract is to shift reasonably foreseeable business risks to the party promising the performance so that the promisee can devote his energy and capital to other matters."

It found the "risk of damage to third parties is one of the costs, albeit an uncertain one, which the bidder must consider in computing his bid" (at 157). So here, the risk of a slide-out on the west of a haul road of the dimensions contemplated by the Mullen Corporation was an obvious factor at the time of bidding.

The Savage court also considered the contractor's expertise:

> ". . . it does not seem unreasonable to say that Savage should have anticipated that he might have to take out-of-the-ordinary precautions to avoid damage to businesses near the work area. Savage was in the sandblasting business, and assessing the risk of damage to third parties from his work appears to be within the scope of his expertness." (at 154, emphasis added)

The Mullen Corporation cannot legitimately argue that the slide-out of the west haul road represented a changed condition. The very subject matter of the contract was a known slide area. At most, assuming for argument only that the plaintiff did, in good faith, attempt to construct a bona fide haul road, the plaintiff underestimated the difficulties involved in the job. The Mullen Corporation could easily have anticipated these difficulties by walking and inspecting the western area, and it had plenty of time to do so due to the state's deferral of the contract's award.

DUTY TO INSPECT

Complete reliance on the plans submitted to bidders at the time the contract was entered by the plaintiff would be unjustified, particularly in view of the qualified language describing the haul road route and disposal areas. The plaintiff had a duty to inspect the site.

The State of Oregon Standard Specifications for Highway Construction, 1964, (made part of the contract) provides:

> "3-3 Examinations of Plans, Specifications, and Site of Work

> "It is understood that the contractor, before signing the contract, has made a careful examination of the plans, specifications, and contract; that he has full informed himself as to the quality and quantity of materials and the character of the work required; and that he has made a careful examination of the location and condition of the work and the sources of supply for materials. The State will in no case be liable for any loss or for any unanticipated costs that may be suffered by the contractor as a result of the contractor's failure to fully inform himself in advance in regard to all conditions pertaining to the work." (emphasis added)

In Palmsberg v. City of Astoria, 112 Or. 353, 228 P. 107 (1924), the controversy concerned the amount of dirt to be filled under a street improvement contract. The Oregon Supreme Court reversed on appeal, denying recovery because the contractor "had all the opportunity to examine the work that anyone could desire." In the present case, both in the time between receiving the contract and plans and in the time between November 18 when the state deferred award until December 1 when the contract was awarded, the contractor had ample opportunity to learn terrain conditions at the slide area. The Palmsberg court also considered the factors that the contractor had large experience in the kind of work involved in the agreement, that the contractor was notified in advance that the quantities were approximate only and that nothing was withheld from the contractor.

So too, in this case the Mullen Corporation is a large civil engineering and excavation firm of vast experience. The fact that the haul road was labeled "possible" and the fact that the Mullen Corporation began almost immediately to deposit fill in areas not indicated on the state's tentative plan indicates that the Corporation representatives knew that the west haul road was, at best, tentative, and its construction dependent on the contractor's own decision. The degree of instability in the terrain encountered by the plaintiff in building a west haul road was a hazard of the Mullen Corporation's business. Terrain conditions were not latent, but were present and visible at the time of contracting. Since the contractor had not made a reasonable inspection, the fault was his.

In Blauner Construction Company v. The United States, 94 C. Cls. 503 (1941), the contractor did not inspect the site before the contract was awarded. The contract was with the Federal Treasury Department to build a post office. After work had begun, the plaintiff-contractor found ledge rock nearer the surface than it had figured from drawings of test pits. The court found the government held nothing back from the plaintiff and there was no misrepresentation:

> "There was simply a miscalculation of the part of the plaintiff of the difficulties to be encountered, which could readily have been ascertained by a visit to and examination of the site.
>
> "The loss sustained by plaintiff was due to encountering conditions which it had not anticipated, due to its negligence in failing to recognize the warning signs in the specifications and drawings which had been furnished it before making its bid." (at 510)

Since the Mullen Corporation is a large contractor of vast experience, it would be unreasonable to allow damages because it failed to fully inform itself.

THERE WAS NO RELIANCE

The Mullen Corporation did not rely on any possible representation made by the state since it ". . . made independent investigation with full opportunity to ascertain the actual conditions." (Palmsberg, infra, at 115)

According to a deposition taken March 31, 1972, of Walter Wright, a civil engineer of soil mechanics hired as a consultant by the Mullen Corporation, Mr. Wright visited the site with representatives of the plaintiff on November 21, 1969. At that time he walked the slide area with Mullen representatives (page 13 and 14 of the deposition). Mr. Wright testified at the taking of the deposition that he advised Mullen that a road on the west of the slide area could only be a one-way logging road capable of holding trucks:

> "Q: And can you tell me what advice you gave them with reference to construction of a haul road to the west?
>
> "A: Well, I said that it was my opinion that the only kind of a road that they could construct there would be, in essence, a logging road.
>
> "Q: Um-hum.
>
> "A: A road 10 feet wide and snaking on the contours, and that they would probably have some maintenance problems with that.
>
> "Q: You felt it was, shall we say, feasible to build such a road; is that correct?
>
> "A: Yes, I think you could have built that kind of a road through there.
>
> "Q: Yes. And when you say a logging road; you are talking about a road that would support off limit log loads?
>
> "A: A standard log truck moving at 10 miles an hour, snaking around the corners. It would be one way." (page 17-18, the deposition)

The plaintiff was as aware as the state of the possible problems involved in constructing a haul road. Representatives of the plaintiff-corporation had seen and been advised as to the terrain at the job site where the west haul was proposed. Other areas above and below where the haul road might be built were as visible to Mullen's engineers as to state engineers. The conditions were present at the time of inspection and parties were aware of those conditions at the time of contracting.

NO WARRANTY BY THE STATE

The indication of a west haul road on the state's project drawing and the label "possible haul road" cannot possibly be construed as an actual or implied warranty that a west haul road of the dimensions contemplated by Mullen Corporation could easily be built in the manner undertaken by that contractor.

"... a positive, direct statement of fact

> must be treated as made, and is in the nature of a warranty which must be strictly adhered to, but, where an approximation is given, and it is so stated, the party accepting such a statement must take it at its own value, and cannot rely upon it as if it were made positively." (Palmsberg v. City of Astoria, infra, at 113)

A qualified statement cannot imply a warranty. In Chris Berg, Inc. v. United States, 389 F.2d 401 (1968), the contract to erect new aerial tramway provided: "The existing towers and tramway may be used in erecting the new towers and tramway." (at 404) The court did not imply a warranty from this statement. It said, "The use of the word 'may' has been held not to be a representation by the Government of the nature or quality of the property furnished." (at 405)

Here, the contract between Mullen Corporation and the state of Oregon provides at page 17:

> "5. If the contractor so elects, excess materials may be disposed of in the 'possible disposal areas "A" and "B"' indicated on the plans, subject to the following restrictions:" (emphasis added)

On page 18 the contract provided:

> "6. If the contractor so elects, excess material may be disposed of on the U. S. Army Engineers' property designated as Area 'C' . . ."

In referring to the suggested haul route the contract states at page 18:

> "7. If the contractor elects to use the haul route indicated on the plans, the following shall apply:
>
> "(7-a) Overweight and overwidth loads may be permitted provided that he shall maintain the County and State roads on this route to the satisfaction of the engineer and shall restore these roads to their original condition upon completion of the work. The State and County will issue required permits for overweight and overwidth loads to the contractor upon application.
>
> "(7-b) The contractor will be responsible for handling traffic on the public road portions of the haul route in accordance with the 'General Special Provisions - Contractor's Responsibility

for Handling Traffic'.

> "(7-c) The State of Oregon has obtained options for easements to construct the 'possible haul road' indicated on the plans. It will be the responsibility of the contractor (if he elects to build this road) to pay certain costs involved in connection with the easements and to construct the haul road at his expense." (emphasis added)

Such tentative statements indicate the contractor might have used the west haul road if he desired; that the easement options would not be exercised until the contractor indicated he would want to haul west. Such statements cannot be construed to warranty to the nature of the terrain where the west haul route was indicated on the plans. Since the feasibility of such a road would depend on its width, on the amount of benching done into the mountain, and on the weight of machinery using the roads, and the contract provided for none of these factors, the state did not have enough information to attempt to make such a warranty. The contract involved no haul road specifications, since the state only wished fill removed from the area in a satisfactory manner by the contractor's own methods and was indifferent to where and what sort of roads the contractor built.

Furthermore, the state made no representation of conditions at the slide area nor did the state do anything to induce confidence in its plan to dump material to the west. The state, in fact, willingly allowed Mullen Corporation to reassess its extremely low bid before awarding the contract. The United States Supreme Court considered such factors to be of great importance in MacArthur Brothers Company v. United States, 258 U.S. 6, 66 L.Ed. 433, 42 S.C. 225 (1922). In that case the contract was to construct the end of a canal. The contract alleged part of the work could be done "in the dry," part "in the wet." In order for work to be done in the dry, it was necessary to construct cofferdams. As work progressed, the plaintiff found that a previous contract had not been properly carried out in building a pier and one such cofferdam, therefore, could not be built. The plaintiff had inspected the site before bidding. The court said:

> "It's [the company's] investigation may or may not have been adequate. It, however, took its chances on that. But in reality there was no representation by the Government nor is it alleged that the Government had knowledge of the conditions or means of knowledge superior to the knowledge of the company. . ." (at 11)

The court continued:

> "It is true that the Government's proposal was for a certain part of the work to be done in the dry, but it made no representation of the conditions that existed enabling it to be done or precluding it from being so done. * * * The Company assumed that it had been properly performed (the prior contract concerning the pier) but the Government did nothing to create or direct the assumption or induce confidence in it." (at 11)

Here the state's proposal was to haul the fill taken off the slide area west. But it made no representation of the conditions of the terrain in the area which would affect the haul road construction. The Mullen Corporation made an inspection; the state had no superior knowledge of the conditions. The government State? did nothing to induce confidence in its plan to haul west.

The Supreme Court in MacArthur concluded:

> "There was indication of the manner of performance but there was no knowledge of impediments to performance, no misrepresentation of the conditions, exaggeration of them nor concealment of them, nor, indeed, knowledge of them. To hold the Government liable under such circumstances would make it insurer of the uniformity of all work and cast upon it responsibility for all of the conditions which a contractor might encounter and make the cost of its projects always an unknown quantity." (at 12 and 13)

The Oregon court in Inland Construction Co. v. Pendleton, 116 Or. 668, 242 P. 842 (1926), also denied a contractor damages claimed from a contract with a city to construct a sewer when it found the city had not warranted the amount of rock to be excavated. The court said:

> "It [the contractor] had as much opportunity as the city to ascertain the amount of rock to be excavated. The estimates were for 'comparison of bids' and cannot be considered either representations or warranties." (at 679)

The court held that encountering rock was a hazard of the plaintiff's business:

> "The contractor has no cause to complain of delay caused by unforeseen difficulties in the excavation of rock and in the laying of concrete, unless the progress of the work was retarded as a result of unreasonable interference and supervision on the part of the city engineer." (at 682)

In the present case, the drawing of a "possible haul road" and obtaining of easements was a practical solution to a problem which might have arisen had one bidder arranged to control access across adjacent land ownerships on both sides of the slide.

NO MISREPRESENTATION OR CONCEALMENT

Mullen Corporation had the same opportunity as the state to ascertain the conditions on the west slope of the slide area and to determine the placement of and possible width of any haul road which the corporation might construct through that area. The state concealed no information concerning the slide area and made no misrepresentation of conditions present in the area. Nor did it represent the sort of roads which could be built in the slide area. That was left to the contractor's judgment.

The Oregon court in Morrison et al v. State Highway Commission, infra, denied the contractor additional costs because he did not prove he had been misled by the defendant. The Morrison court based its decision on the facts of a special examination by the plaintiff of the area involved in the contract and on the fact of special provisions in the contract concerning irrigation, which was the source of the plaintiff's construction problems (at 187-188). Here, too, the plaintiff made an examination of the slide area and was certainly under a duty to do so given its knowledge that its bid was far below the next highest bidder's and the extension of time before award granted it by the state. The very nature of the plaintiff's contract, the leveling down of a slide area which had been buckling the highway below, should have alerted it to possible sliding-out problems when building haul roads of the size it intended. The court found: "The difficulties from the irrigation were within the contemplation of the plaintiffs when they entered into the contract." (255 Or. at 188) Surely in the case at bar, difficulties from the instability of the terrain of the slide area were contemplated by both parties at the time the contract was awarded.

PLAINTIFF ASSUMED RISK CONTRACT MIGHT NECESSARILY NEED TO BE PERFORMED BY ALTERNATIVE ROUTES

Because the contract did not provide for the eventuality of a slide-out of the west haul road, the plaintiff assumed this risk, by law, when it entered the contract:

> "If the occurrence is reasonably foreseeable, courts normally take the position that the promisor has assumed the risk of impossibility or frustration. Thus, it has been held that promises to transport goods through the Suez Canal were not excused by the closing of the canal in 1956, as the possibility of military action in that area was widely discussed at the time the contracts were entered into." J. Calamari, J. Perillo, Contracts, p. 316 (1970)

The reference is to Glidden Company v. Hellenic Lines, Limited, 275 F.2d 253 (2d Cir. 1960). The contract was to deliver four cargoes from India to the United States. The defendant contended the contract was frustrated by the closing of the Suez Canal. Hellenic argued that the parties expected the voyages would be via the canal which it claimed was the only economically feasible route. Although the contract did not specifically provide for alternative routes, the court found that the parties contracted with the knowledge that the canal might be closed and elected not to include a provision protecting the shipper. The court held that Hellenic was under an obligation to perform by one of the several alternative routes (at 257).

Such reasoning is in line with the Oregon court's decision in Savage v. Peter Kiewit Sons, Co., infra (page 7 and 8 of the brief). The contract in that case was to sandblast. The contract could have been completed by any one of three alternative methods, each involving different costs. The plaintiff chose one method and computed his bid accordingly. It was later found necessary to use a more expensive method to finish the job. The court found that the contractor, partly on the basis of his expertise, had assumed the risk of having to perform by one of the alternative methods not used to compute his bid.

So here, the sliding out of haul roads would reasonably have been contemplated by both parties at the time of the contract to excavate the Fountain Slide area was awarded. The very lack of a provision protecting the contractor from this eventuality is evidence that this was a risk assumed by the contractor. The contract was to remove fill which was pressuring a slide area, and the contractor was under an obligation to remove that fill by any route he could devise.

WEST HAUL ROAD AND WEST DISPOSAL AREAS

In addition to the problems of building the west haul road, certain practical matters make it more economical to deposit in deposit areas on haul roads to the east.

The county road was improved by the contractor, and a large quantity of slide material was deposited by Mullen for a distance of approximately one-half mile to the west of the top of the slide disposal area.

Beyond this point the county road is blacktopped: there is an interchange, and it is necessary to cross the main Union Pacific line. The distance of haul to the proposed west disposal areas "A", "B" and "C" and to the Kenneth Kirby property (where 903,000 cubic yards were deposited) was approximately the same.

The problems hauling east compared to the west were much simpler and the haul more economical.

Had the haul been made east, Mullen would have had to replace the blacktopping on the road where it was covered by slide material. Traffic control would need to be established at the interchange. An item that would have resulted in considerable expense and delay was flagging and safety precautions and congestion over the Union Pacific Railroad tracks over which approximately 20 trains a day pass. In addition, the disposal area "A" had to be cleared of brush and trees. A bid item was included in the contract for $83,000 for clearing and grubbing.

Further problems arise with disposal area "A" in that the contract, §102(5b)(page 17), provides as follows:

> "The contractor will not be permitted to place material in the Columbia River between March 15 and September 15.
>
> "During the period between September 15 and March 15, that portion of the perimeter of the proposed disposal area lying in the river may be constructed as a 'dike' with an opening at the downstream end. The area enclosed by this 'dike' may be filled during the period between March 15 and September 15 with the following provisos:
>
> "(1) No work will be permitted on the 'river side' of the 'dike'.
>
> "(2) Filling of this enclosed area does not cause undesireable siltation or pollution of the river below the work.
>
> "(5-c) All work in the river shall conform to the requirements of the U. S. Coast Guard.
>
> "The contractor's attention is directed to expected fluctuations in water elevations and also to the provisions hereinbefore set forth under the heading 'Article 7-10 Prevention, Control and Abatement of Water Pollution'."

Problems and expenses with reference to the crossing of the railroad to haul east to disposal areas "A", "B" or "C" are clearly apparent in §7-28 of the contract (attachment "B" hereto).

It is obvious that hauling to the west and disposing in the disposal pits would be much more expensive than use of the Kirby site.

As previously shown (page 3 of this brief) the area for disposal of excess materials was limited. The obvious purpose of the state was to prevent adding weight which could cause future sliding.

The plans and profiles submitted by Mullen and proposed by Jones Associates indicated that 290,000 cubic yards of borrow (slide material) would be placed on the east and west haul roads. Of this, 30,000 was to go on the east haul road.

Thus, despite the limitations on the disposal of material in the slide area, the contractor wished to deposit 260,000 cubic yards of slide material in a restricted area to the east. west,

Contractor's claim shows that rather than 30,000 cubic yards a total of 236,000 cubic yards were used for east haul roads. It could be expected that further controversy would arise as a result of deposit on the proposed west haul road and placed west of slide material in the restricted area. Contrary to their consultant Walter Wright's advice that only a 10-foot truck road could be built, contractor was attempting a west haul road with a 50-foot top (in accordance with its plans prepared by Jones Associates submitted to the State Engineer on February 4, 1970).

Analysis of the contractor's claim clearly shows the real reason for contractor's wish to develop the west haul road was an understandable desire to make a larger profit on the contract.

Page 2 of the contractor's claim (based on its own unchecked figures) shows the cost of disposal on east haul roads at $.707 per cubic yard and on the east (Ken Kirby) disposal area to be $.835 per cubic yard. The closer material can be deposited to the slide, the less the cost of haul per cubic yard.

PLAINTIFF HAD ALTERNATIVE DEPOSIT SITES

It is apparent from plaintiff's claim (Section D) that Mullen had available an "East Disposal Area" prior to the time cost estimates were made prior to bid.

Preliminary work was done on the west haul road on March 25 and 26. Prior to this work, on January 22, 1970, Mullen entered into an agreement with Kenneth Kirby of Hood River to deposit fill on his premises for $1. This property compromised 28 acres. Seventeen acres was a deep ravine which would be improved by fill. There was no limit on the amount of fill, and the entire 1,715,000 cubic yards could have been deposited there. Mullen ran out of fill before the ravine was completely filled.

On February 24, 1970, Hood River County entered an agreement wherein Mullen paid Hood River County $1 for the rebuilding of the ? Sandy-Dalles Road. Mullen deposited 298,000 cubic yards on the road and could have deposited more if necessary.

Mullen had deposited considerable quantities of materials in the east haul road prior to the time of the slide-out of the west.

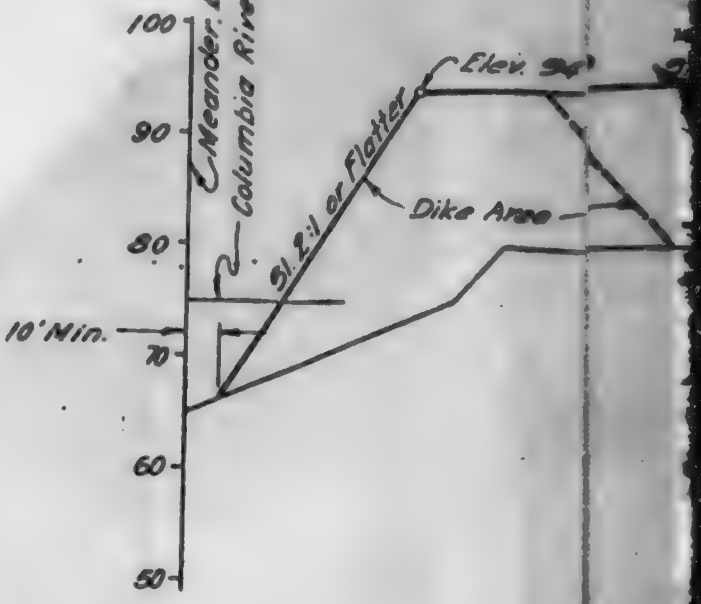
Considering the problems of hauling to the west disposal sites, it appears obvious why it was more economical for the contractor to complete the contract as it did. As a matter of fact, Mullen did, in the improvement of the county road, place

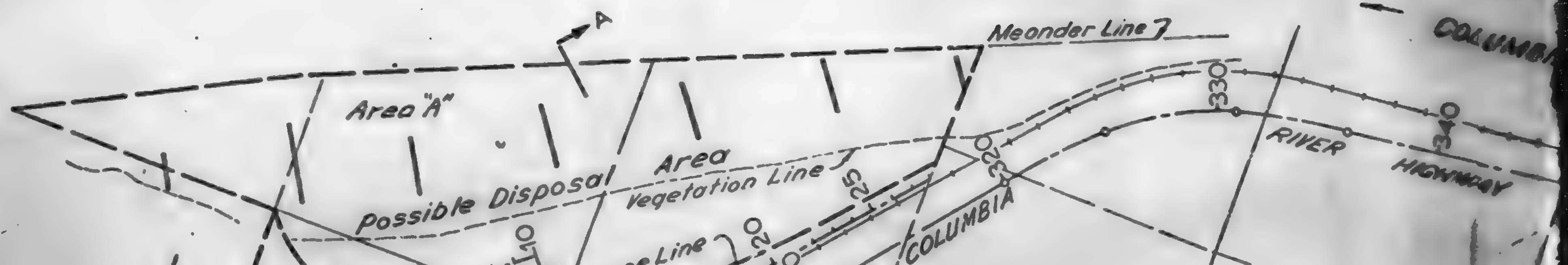
?

a large amount of slide material on the Sandy-Dalles Highway to the west of the slide for a distance of approximately .4 mile.

LEE JOHNSON
Attorney General

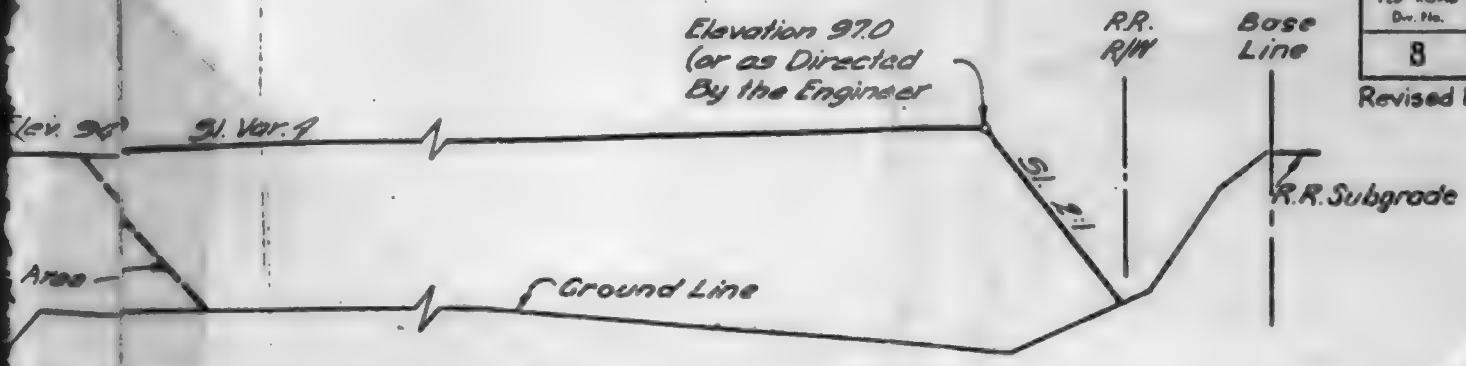
Donald J. Howe
Assistant Attorney General
Of Attorneys for Defendant


100
90
80
70
60
50
Meander Line
Columbia River
10' Min.
Sl. 2:1 or Flatter
Elev. 94'
Dike Area


Meander Line
A
Area "A"
Possible Disposal Area
Vegetation Line
Base Line
10
15
20
25
32
33
5
4
A
EXISTING COLUMBIA RIVER HIGHWAY
270
280
290
300
310
320
330
340
COLUMBI
Area "B"
Log Pond
Area "C"
Property of Corps of U.S. Engineer
R.R. R/W
Pacific N.W. Bell Communications Bldg.
County Road
Tel. Underground Cable (Approx.)
Scale
0
400
800
1200
Feet

FOUNTAIN SLIDE SECTION COLUMBIA RIVER HIGHWAY HOOD RIVER COUNTY				SHEET No.
				4
FED ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	I80N-2(48)48		See Index

Revised 11-14-69 Added R/W ℄ Access Control Line
" Telephone Cable Location



SECTION A-A

POSSIBLE DISPOSAL AREA
AREA "A"

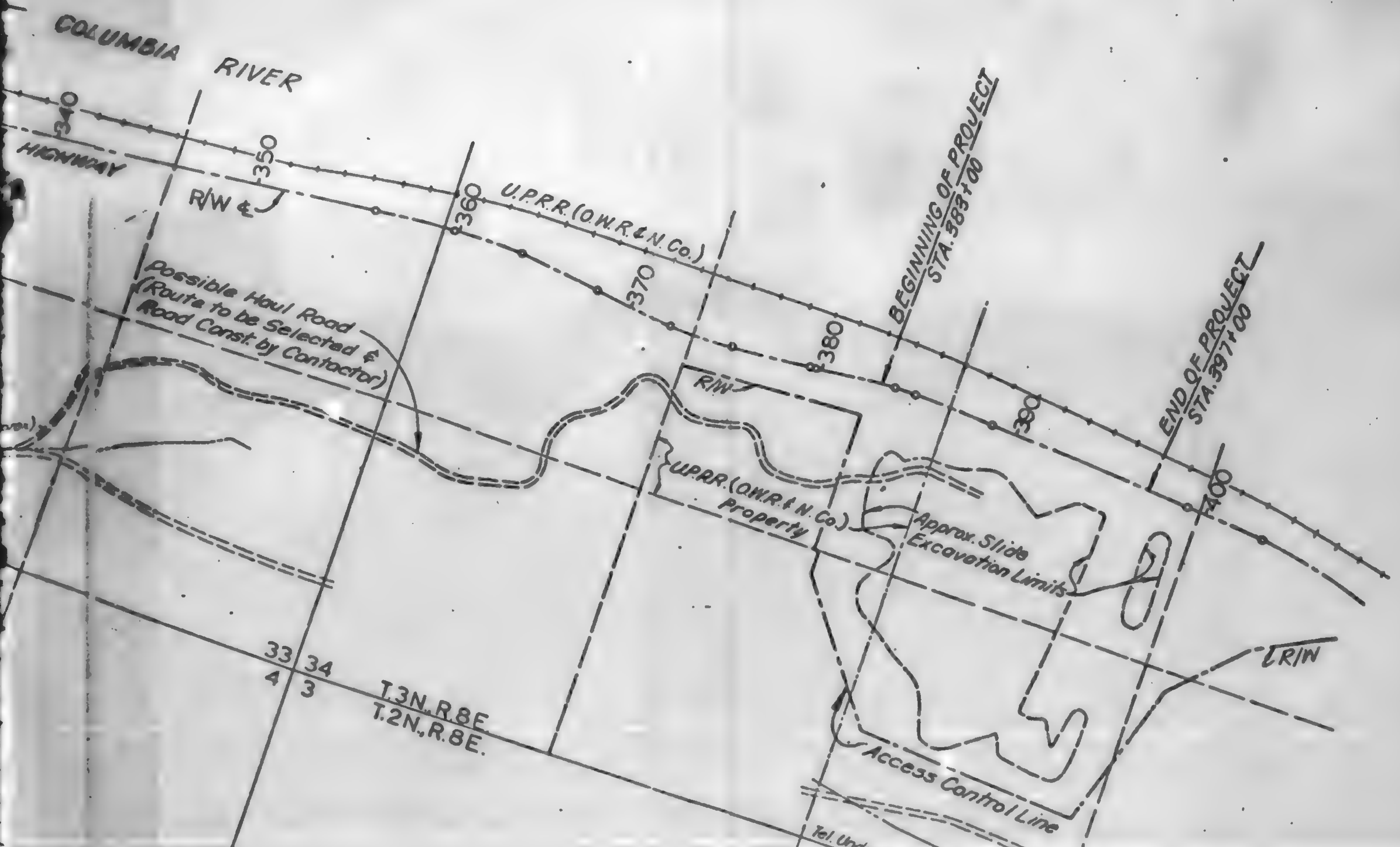


Exhibit "A"

Fountain Slide Section

7-28 Relations with Railroad Company

If the contractor elects to dispose of the excess material in the "possible disposal area" shown on the plans or in any disposal area requiring the hauling of materials across the Union Pacific Railroad Company's property, he shall conform to the following:

(a) General - As set forth in the standard specifications, particularly as given in, but not necessarily limited to, Article 7-28 thereof, the Contractor is responsible for the protection of property and persons and is responsible for damage to property, injuries to persons, et cetera, in relation to his operations or those of his subcontractors and employees in the performance of the work to be done under the contract and is to contact and make arrangements with the parties involved, as their interests may appear.

With particular reference to Railroad, its tenants or licensees, the provisions herein set forth are supplemental to the standard specifications.

The term "Railroad" as herein used shall refer to the Oregon-Washington Railroad and Navigation Co. and its lessee, the Union Pacific Railroad Company.

It is expected that the Railroad will cooperate with the Contractor to the end that the work may be handled in an efficient manner, but the Contractor shall have no claims for damages or extra compensation in the event his work is held up by the work of Railroad forces.

(b) Railroad Requirements - The Contractor shall cooperate with the Railroad where work is over or under the tracks, or within the limits of Railroad property, in order to expedite the work and to avoid interference with the operation of Railroad equipment.

The Contractor shall comply with the rules and regulations of Railroad or the instructions of its representatives in relation to the proper manner of protecting the tracks and property of Railroad and the traffic moving on such tracks, as well as the wires, signals and other property of Railroad, its tenants or licensees, at and in the vicinity of the work during the period of construction.

The Contractor shall perform his work in such manner and at such times as shall not endanger or interfere with the safe operation of the tracks and property of Railroad and the traffic moving on such tracks, as well as the wires, signals and other property of Railroad, its tenants or licensees, at or in the vicinity of the work.

Exhibit "B"

Fountain Slide Section

Except as otherwise provided herein, the contractor's operations shall not infringe on the following minimum clearances from any Railroad track:

12'0" horizontally from center line of track
24'0" vertically above base of rail

Any infringement on the above clearances due to the Contractor's operations shall be submitted to the Railroad and the Engineer, and shall not be undertaken until approved by the Railroad, and until the Engineer has obtained any necessary authorization from any governmental body or bodies having jurisdiction thereover. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railroad approval and governmental authorization.

In the case of impaired vertical clearance above top of rail, or horizontal clearance from center line of track, Railroad shall have the option of installing telltales or other protective devices Railroad deems necessary for protection of Railroad trainmen or rail traffic.

The Contractor shall submit details of construction affecting the Railroad tracks and property not included in the contract plans to the Engineer. The Engineer may reject such details or transmit them to Railroad for its approval. Railroad approval shall be obtained before such work is undertaken. No extra compensation will be allowed in the event the Contractor's work is delayed pending approval by the Engineer and Railroad.

If the Contractor desires to cross Railroad tracks in connection with his equipment and hauling operations at other than public crossings, he is advised that the issuance of any such permit granted by the Railroad Company will be directly to the State Highway Department and not to the Contractor. Any such private crossing permits as are granted will contain such conditions as the Railroad Company may see fit to prescribe.

Prospective bidders and the Contractor on this project who may desire to obtain permission to cross the Railroad tracks at private crossings shall contact the Railroad Company directly and determine the locations at which and the conditions under which the Railroad would issue such permits upon request.

Fountain Slide Section

The Contractor on this project, in the event, he desires to cross the Railroad tracks under private crossing permit, shall make request in writing to the Engineer and at the same time provide the Engineer with any data obtained by the Contractor from the Railroad Company, as above set forth, which is pertinent to the desired crossing.

Upon receipt of this request and pertinent data, the Highway Department will apply to the Railroad Company for issuance of a private crossing permit as requested by the Contractor and will make reasonable effort to obtain the permit. The State Highway Department cannot and does not represent, by implication or otherwise, that it can obtain or that the Railroad Company will issue such permits.

However, the Contractor is advised that the privileges and conditions of any private crossing permit issued by the Railroad Company to the Highway Department, as above set forth, will be passed on to the Contractor in connection with his operations under the contract, with the understanding that the Contractor shall conform to all the conditions prescribed by such permit and assume all obligations thereunder the same as though it were issued directly to him.

All costs involved in complying with the conditions imposed and the obligations assumed under any private crossing permit issued, as above provided, shall be borne by the Contractor. Sums sufficient to cover the claims, based upon bills rendered to the State by the Railroad Company for such costs as are incurred by the Railroad Company in connection with the private crossing will be deducted from the progress and final pay estimates due the Contractor.

In advance of any blasting in the vicinity of Railroad facilities, the Contractor shall notify Railroad in order that proper protection may be provided. Explosives shall be transported, handled, stored and used in a manner satisfactory to the Railroad at all times and subject to precautions which the Railroad may require. Explosives shall be detonated during daylight hours of the same day on which they are placed or otherwise readied for discharge. Without limiting the foregoing, the Contractor shall not detonate charges in the vicinity of the Railroad tracks when in the judgment of Railroad such discharge would be dangerous or would interfere with Railroad operations.

The Contractor shall, upon completion of the work covered by this contract to be performed by Contractor upon the premises or over or beneath the tracks of Railroad, promptly remove from the premises of Railroad all of Contractor's tools, implements and other materials, whether brought upon said premises by said Contractor or any subcontractor, employee or agent of Contractor or of any subcontractor, and cause said premises to be left in a clean and presentable condition.

(c) Protection of Railroad Facilities - Railroad representatives, inspectors, conductors, flagmen or watchmen, or men of other classification, will be provided by Railroad to protect its facilities, property and movements of its trains, or engines. In general, Railroad will furnish such personnel or other protective services:

> For any excavation below elevation of track subgrade if, in the opinion of Railroad's representative, track or other Railroad facilities may be subject to settlement or movement.
>
> During any clearing, grubbing, grading, or blasting in proximity to Railroad which, in the opinion of Railroad's representative, may endanger Railroad facilities or operations.
>
> During any of Contractor's operations when, in the opinion of Railroad's representative, Railroad facilities, including but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.

Information as to the Railroad employees which may be required to provide protection to Railroad facilities is as follows:

Number (1)	Classification (2)	Base Pay (3)	Headquarters (4)
1	Engineer-Inspector	$849 per month	Portland
1	Section Foreman	$3.566 per hour	Viento
2	Section Laborer	$2.889 per hour	Viento

(1) A full flagging crew generally consists of three men. Under certain conditions, more than three men may be required or a lesser number may be sufficient.

(2) The classification is shown solely for information, and there is no guarantee that the above classes of labor will actually be used or that the rates of pay shown in column (3) will be those in effect at the time the work is undertaken.

(3) Shows base pay in effect January 1, 1969.

(4) Engineer-Inspector approximate total expense $22.00 per day, in addition to salary.

(5) In addition, protective devices, such as crossing signals, indicators, telltales, lights, telephone, etc., may be required.

To all direct labor costs, there shall be additional charges for Vacation Allowances; Health and Welfare; Railroad Retirement and Unemployment Taxes; Public Liability, Property Damage and Workmen's Compensation Insurance; and accounting and billing. For estimating purposes only, these additives collectively may be considered as approximately 34% of direct labor costs.

(d) Cost and Reimbursement for Railroad Protective Services - The protective services Railroad will require and the total cost thereof are contingent on Contractor's construction schedule, methods and progress of his work on or adjacent to Railroad right of way.

The nature and extent of protective services, personnel and other measures required will in all cases be determined by Railroad. Nothing in these specifications will limit, in any way, Railroad's right to determine and assign the number of men, the classes of men for protective services, nor other protective measures it deems necessary.

Unless otherwise provided, all personnel assigned by Railroad other than those engaged in performing work outlined in the section titled "Work by Railroad Company" will be considered protective personnel.

It is the Contractor's responsibility to determine the actual protective services and devices Railroad will require and the total cost thereof, based on Contractor's construction schedule, methods and operations.

The determination of the cost of protective services and devices to be used as a basis for the submitting of bids shall be the responsibility of the prospective bidders.

The State will bear the cost of Railroad protective services and devices up to the limited amount of $34,000. The cost of all Railroad protective services over and above this amount are Contractor's responsibility and shall be borne by the Contractor.

The State will reimburse Railroad directly for all costs incurred by Railroad for protective services and devices. Cost of protective services and devices over and above the amount set forth in the preceding paragraph will be deducted from progress or final payments made to the Contractor.

Fountain Slide Section

Billings against the State and charges against the Contractor for excess protective services will be based on the rates of pay in effect at the time of the work for Railroad employees and various classes of labor actually used on the work for protection of Railroad and to which shall be added compensation insurance, vacation and holiday time, Railroad retirement and unemployment taxes, accounting and billing charges, travel time, health and welfare insurance, public liability and property damage insurance and other costs incurred by Railroad in connection with such service.

Railroad will submit its bills for charges for flagging and related services to State within 120 days after completion of the project.

(e) Work by Railroad Company - The Railroad will rearrange its telephone, telegraph and signal lines and appurtenances, and will make all track changes and will perform any other work in connection therewith.

The work by Railroad will be done by its own forces and is not a part of the work under this contract.

(f) Legal Relations - The provisions of this section, "Relations with Railroad Company" and the provisions of the following section, "Railroad Protective and Contractor's Insurance", of these special provisions shall inure directly to the benefit of the Railroad.

Railroad Protective and Contractor's Insurance

In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Contractor will be required to carry insurance of the kinds and in the amounts hereinafter specified.

The limits of insurance liability under the respective coverages are to be as follows:

Coverages	Each Person	Each Occurrence	Aggregate
1. Contractor's Public Liability and Property Damage Liability			
Bodily Injury Liability	$500,000	$1,000,000	Not Applicable
Property Damage Liability	Not Applicable	$ 500,000	$1,000,000

2. Contractor's Protective Public Liability and Property Damage Liability

Bodily Injury Liability	$500,000	$1,000,000	Not Applicable
Property Damage Liability	Not Applicable	$ 500,000	$1,000,000

3. Railroad Protective Public Liability and Property Damage Liability

Coverage A: Bodily Injury Liability	$500,000	$1,000,000	Not Applicable
Coverages B and C: Property Damage Liability and Physical Damage to Property	Not Applicable	$ 500,000	$1,000,000

Such insurance shall be approved by the Railroad before any work is performed on Railroad property and shall be carried until all work required to be performed on or adjacent to the Railroad property under the terms of the contract is satisfactorily completed as determined by the Engineer, and thereafter until all tools, equipment and materials have been removed from Railroad property and such property is left in a clean and presentable condition.

The insurance herein required shall be obtained by the successful bidder and the original and/or certified copies of all policies shall be furnished to the Engineer and Railroad as hereinafter set forth.

The Contractor shall furnish the Engineer with one (1) certified copy of each of the executed policies required by 1, 2 and 3 below and, in addition shall furnish the Railroad one (1) certified copy of each of the executed policies required by 1 and 2 and the original and 1 certified copy of policies of the insurance required by 3 below. Send original and certified copies for Railroad to -- Superintendent, Oregon Division, Union Pacific Railroad Co., 2525 N. Larrabee Avenue, Portland, Oregon 97227.

A certification on such copies of insurance shall guarantee that the policy under 1 and 2 will not be amended, altered, modified, or canceled insofar as the coverage contemplated hereunder is concerned, without at least ten (10) days' notice mailed by registered mail to the Engineer and to Railroad.

Mountain Slide Section

The Railroad protective public liability and property damage liability insurance required under 3 herein shall not be amended, altered, modified or canceled insofar as the coverage contemplated hereunder is concerned without at least 30 days' notice mailed by registered mail to the Engineer and to Railroad, and any alterations, amendments or modifications to the policy shall not be effective until approved by Railroad.

Full compensation for all premiums which the Contractor is required to pay on all the insurance described hereinafter shall be considered as included in the prices paid for the various items of work to be performed under the contract, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

DISPOSITION OF CONTRACTS AWARDED __Nov__

(Bid Setting

Project Description and Contract Number	Name and Address of Contractor	Date Form Rec. From Office Engineer	For Execution by Contractor & Surety		Insurance Commission		Date to Chief Counsel for Signature	Da C Eng Sig
			Date Sent	Date Returned	Date Sent	Date Returned		
CLATSOP: Marine Dr. at Portway on Oregon Coast Hwy. in Astoria. ~~Traffic Signals. State Project.~~ Contract No. 7317.	Steeck Electric Company	11-19-69	12-9-69	12-22-69	12-22-69	12-23-69	12-23-69	12
CURRY: Pistol River (Fr. Rd.) Bridge on Oregon Coast Hwy. State ~~Project. Structure. Contract~~ No. 7318.	Hamilton Construction Company	11-19-69	11-18-69	11-25-69	11-25-69	11-28-69	11-28-69	12
HOOD RIVER: Fountain Slide Sec. on Columbia River Hwy. Grading ~~and Paving. Contract No. 7319.~~	S. S. Mullen Constr., a Div. of Mullen Corp.	12-3-69	12-23-69	1-2-70 12-24-69	1-2-70 12-24-69	1-6-70 12-29-69	1-6-70	1-
KLAMATH: Esplanade St.-Ft. Klamath Rd. Sec. of Klamath Falls-~~Malin Hwy. (FAS-415) in Klamath~~ Falls. Structure. Contract No. 7320.	Hamilton Construction Company	11-19-69	12-5-69	12-8-69	12-11-69	12-11-69	12-11-69	12
LANE: Oregon Coast Hwy.-Florence-Eugene Hwy. Sec. in Florence. ~~Traffic Signals. State Project.~~ Contract No. 7321.	Hamilton Electric, Inc.	11-20-69	12-15-69	12-22-69	12-22-69	12-23-69	12-23-69	12
POLK: S. Yamhill River (Grand Ronde) Bridge on FAS-915. ~~Contract No. 7322.~~	John B. Gilliland Construction Company	11-19-69	11-19-69	11-26-69	11-26-69	11-28-69	11-28-69	1
WASHINGTON: Sunset Hwy.-Beaverton ~~Sec. of Beaverton-Tigard Hwy.~~ Grading, paving, struct. & signing. Contract No. 7323.	Donald M. Drake Co. & S. S. Mullen Construction, division of Mullen Corporation	11-18-69 (Claim)	12-11-69 11-21-69	12-19-69 11-10-69	12-10-69	12-11-69 (rec)	12-19-69	1

OF CONTRACTS AWARDED November 18, 1969
(Bid Letting November 13, 1969)

Date Form Rec. From Office Engineer	For Execution by Contractor & Surety		Insurance Commission		Date to Chief Counsel for Signature	Date to Chief Engineer for Signature	Date Signed Copy Sent Contractor	Date Copy to Sec. of State & Surety Co.	Remarks
	Date Sent	Date Returned	Date Sent	Date Returned					
11-19-69	12-9-69	12-22-69	12-22-69	12-~~24~~ 23-69	12-23-69	12-24-69	12-24-69	12-24-69	Awarded Dec. 9, 1969
11-19-69	11-19-69	11-25-69	11-25-69	11-28-69	11-28-69	12-2-69	12-2-69	12-2-69	Awarded November 18, 1969
12-3-69	12-23-69	1-2-70 12-24-69	1-2-70 12-24-69	1-6-70 12-29-69	1-6-70	1-8-70	1-[illegible]-70	1-[illegible]-70	[illegible] Awarded Dec. 1, 1969
11-19-69	12-5-69	12-9-69	12-11-69	12-11-69	12-11-69	12-11-69	12-11-69	12-11-69	Awarded Dec. 5, 1969
11-20-69	12-15-69	12-22-69	12-22-69	12-23-69	12-23-69	12-24-69	12-26-69	12-26-69	Awarded Dec. 15, 1969
11-19-69	11-19-69	11-26-69	11-26-69	11-28-69	11-28-69	12-2-69	12-2-69	12-2-69	Awarded Nov. 18, 1969
11-19-69 (Claim)	12-12-69 11-26-69	12-19-69 12-10-69	12-10-69	12-11-69 (rest)	12-19-69	12-24-69	12-26-69	12-26-69	Awarded Nov. 18, 1969

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7217

LEE JOHNSON
Attorney General

JAMES W. DURHAM, JR.
Deputy Attorney General

DEPARTMENT OF JUSTICE
100 STATE OFFICE BUILDING
SALEM, OREGON 97310
TELEPHONE: (503) 378-6348

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EARL M. PRESTON
R. KEN ROBERTS
JIM G. RUSSELL
JAMES A. SANDERSON
JACK L. SOLLIS
CARLOTTA H. SORENSEN
Assistant Attorneys General

July 26, 1972

Mr. Willard Scofield
P.O. Box 02157
Portland, Oregon 97202

NOTED
F. B. KLABOE

Re: S. S. Mullen Corporation

Dear Willard:

I am enclosing herewith copies of summaries of interviews with Carlos Van Elsberg and Ken Kirby with reference to the disposal of material to the east. It is apparent from the appraisal made January 9, 1970, which must have been started considerably earlier, that Mullen had intended to make its primary disposal area to the east early in the game and had also had its negotiations with the county concerning fill on the county road early in the game well before May 20th when the slide occurred to the west. The handwritten note at the bottom of the summary of Mr. Kirby's testimony was made yesterday, July 25th. I went up with Mr. Kirby and walked the property. There is a large hole back of the Kirby property. There is a large depression which would have taken a great deal of fill. Mr. Kirby, himself, made the estimate that an additional 300,000 to 400,000 cubic yards could have been deposited on the property would have improved the property. This I believe takes care of all "uncommitted" materials. Mr. Kirby indicated that they ran out of fill to complete the fill of his property. At one point, on the back edge you could see where boulders were pushed in by Mullen, which would indicate that they intended to fill out further, but did not have sufficient fill material to complete the leveling of the Kirby property. Incidently, with reference to truck hauls, Ken Kirby indicated that when they filled the depression between the travel portion of the highway and the right of way line they used dump

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JUL 27 1972
OFFICE OF
STATE HIGHWAY ENGINEER

trucks to haul large boulders, because it was easy for them to take these boulders in the dump trucks and dump them down into the depression. I think this information is all very material in that it indicates that Mullen knew well in advance of the commencement of any west haul road pretty well where all of the fill was going to go.

Very truly yours,

LEE JOHNSON
Attorney General

Donald J. Howe
Assistant Attorney General
Trial Division

DJH:jm
encs.
cc/ encs. L. W. Rulien
Fred Klaboe
L. I. Lindas

MULLEN v. STATE

Interview

(June 6 meeting with Carlos van Elsberg, Superintendent of Public Works, and A. E. Almcrantz, County Executive)

Q. When did Mullen first contact the county?

A. I can't recall who contacted whom. Sure contact was after December 1st.

Carlos: Whole county road grade line was exceeded, but no evidence.

Carlos: An argument with the state. I gold geologists we would have to bring in fill later anyway. If we could get it done now, it seems like a real foolish waste of good fill not to do it. We would have to eventually rebuild the roads. We wouldn't have used that much fill.

Carlos: Chicken ranchers didn't like the project because of the traumatic effect on his chickens. He objected to just about anything. He had agreement with Mullen on depositing fill in his field and quite a little bit was deposited on the chicken ranch property.

Carlos: The county road fill line was up to them.

Q. Do you recall when you started negotiating the February 24th agreement?

Carlos: We probably started discussing this in December of the previous year.

Q. Why was the county road west built in a different location?

A. They had an option for haul road anyway, so we just extended a small piece.

Q. Part of the west county road is blacktop. Could they have built a 60'-wide haul road there?

A. Yes. They would just have to retop the surface. Two scrapers could then have gone through the underpass at the same time.

Carlos: The county would have had no objection to a round trip to the west.

Carlos: The county is satisfied with the road.

Carlos: Mullen stayed within the rights of way. He had letters of permission from Knutson, Robertson, from the ranches at the top. He stayed within the right of way through the orchard.

Carlos: The county didn't care how much fill was put on the road. He didn't want to hassle with the state.

Q. Any reason why they would think prior to December 1 they could fill in county roads?

A. No. We had only discussed this with the state.

Carlos: The Port bought the property for resale speculation.

Carlos: Barrens said they could put more on Kirby's land and they were hauling there toward the end.

Carlos: The only restriction of dumping on Kirby's land was the agreement with Kirby. The county would have had no objections.

Carlos: The county didn't get as much material on the west end by the orchard as it wanted. It wanted more fill in that area. Wanted it wider. They had conversations with Mullen to this effect. This was before they hauled to the east. This material came from the top and they didn't want to go down further with it. We wanted extra fill because we thought we would lose part of the road and we did. It has slid out.

Carlos: Mullen did haul some back up the hill and down to the west.

MULLEN v. STATE

Interview

(June 6th meeting with Ken Kirby, County Assessor)

Kirby: They were just putting this in because of the agreement (west haul road).

Kirby: They even had a plan to build a wood trestle above my property to bring dirt over. This would be cheaper than hauling to the west. They would put it in by lagoon where rock had been taken out. They would overpass the highway. They said this when things were pretty well over. The state and the railroad owns this property.

Kirby: They could have put more on my property if they had had it. They told me this within 60 days before the project was over. I talked to them at their office on the hill.

Kirby: Our agreement was that the property must be sloped one foot to a hundred. It wouldn't have hurt the back to have had more on it.

Kirby said his hole was about 50 to 60 feet deep.

Kirby: Part of the gully is mine and part is the Forest Services.

Kirby: The agreement didn't limit the amount of fill and they didn't have to stop when they did.

Kirby: They wanted half the property to fill his land. "I said you know what I advise you to do? Haul the other way." This was during January or February during an ice storm. He talked to Neff and they made the deal then.

Kirby: They first started talking about a deal December 15. I remember because it was the day before my wife's birthday and I was carrying flowers. We did not have a conversation at any time about running out of fill.

Kirby: I approached them the 15th. KWK

Kirby: One contractor had approached me before the bids.

Kirby: I am sure they would have put more on my land if they had had it.

Kirby said he had consulted with John Jelderks on the contract and the only provision was that his land be smooth.

Roger Fox now owns the chicken farm.

I figure they could have deposited an additional 300,000 to 400,000 cubic yards to fill the hole in the back end bring the back up to a good slope KWK

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JUL 24 1972

STATE COPY S

cc: OSHD (A E Johnson)
Region
Wash DC
Asst Area Engr Carter

FINAL ACCEPTANCE REPORT
(PPM 20-6.1)

6-27-72

U. S. DEPARTMENT OF TRANSPORTATION
Federal Highway Administration
Bureau of Public Roads

cst

REGION NO. 7319 10	REPORT NO. 5	COUNTY Hood River	DIVISION Oregon
DATE OF REPORT 6/29/72	REPORT MADE BY C. Jencks, Highway Engineer Trainee		PROJECT NO. I-80N-2(48)48
COMPLETION DATE 12/18/70	ACCEPTANCE DATE BY CONTRACT AGENCY April 21, 1971	TIME ELAPSED 137 %	CONTRACT TIME 200 CWD
APPROVED EXTENSIONS 19	LOCATION 3.9 miles east of Cascade Locks on the Columbia River Hwy.		

*The PR-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted.

*A copy of the State's materials certificate is attached to the Division office copy of this report.
Compliance reviews made indicate that all applicable contract requirements relative to wage rates, payroll submissions, and labor provisions have been met.
There is compliance with section 1.23 of the Regulations pertaining to encroachment on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

NOTED
A. E. JOHNSON COPY SENT
JUL 17 1972
REGIONAL OFFICE

cy Constr. 7-20-72

FOUNTAIN SLIDE SECTION
COLUMBIA RIVER HIGHWAY
Slide Correction

The contract work included the removal of 1,657,278 cubic yards of material from a slide mass, the disposal of it, and regrading, paving, and other incidental work for restoration of the roadway section.

The original contract amount was $1,675,210 as compared to the final contract amount of $1,648,480.66. This resulted in a 1.6% underrun. The final cost included assessments for non-specification material ($1,077.72) and liquidated damages ($11,000).

The contractor overran the time by 74 days. OSHD and FHWA approved 19 days and charged liquidated damages for 55 days at $200, resulting in $11,000.

The assessment made for non-specification material was covered in Price Agreement #8. It was found that 54% of the mixture in "Bid Item No. 8, Class B Asphalt Concrete" did not meet the specifications for gradation and/or asphalt content or moisture. The material was determined to be nondetrimental for the use intended and was accepted at the reduced price.

7-20-72

There were no major overruns of underruns in the contract bid items.

NOTED
TOM EDWARDS

(more)

Johnson cc Young

*NOTE: Not applicable for direct federal projects.

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY BUREAU OF PUBLIC ROADS	
SIGNATURE D. B. Carter		SIGNATURE Original Signed By G. L. GREEN Acting Division Engineer G. L. Green	
TITLE Assistant Area Engineer	DATE	TITLE Acting Division Engineer	DATE 7/17/72

Form PR 33-E
(Rev. 7-70)

EXISTING STOCKS OF FORM PR 33-E (Rev. 3-68) WILL BE USED.

JUL 18 1972

The contractor has submitted a claim in the amount of approximately $318,000 concerning the haul road to the possible disposal area located to the west of the slide. The disposal site is listed as Area "A" on sheet #4 of the plans. The claim is scheduled to be heard in court in approximately 2 months.

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OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • • • SALEM, OREGON • • • 97310

7319

June 16, 1971

Mullen Corporation
909 Northern Life Tower
Seattle, Washington 98101

RE: Fountain Slide Correction
Columbia River Highway
Contract No. 7319

ATTENTION: Mr. R. S. Brown

Gentlemen:

This will confirm the time of 1:30 P.M. Friday, June 25, 1971 for your meeting with the Claims Review Board to review your claim on the subject project.

Copies of the material which you transmitted under dates of June 4 and June 7 are being provided to the Board along with copies of Sheet 4 of the contract plans and Pages 17, 18 and 19 of the contract special provisions.

The meeting will be in the Staff Conference Room, Room 109, on the first floor of the State Highway Building here in Salem on the Capitol Mall.

Very truly yours,

John A. Bond

John A. Bond, Secretary
Claims Review Board

JAB:fw
cc: Tom Edwards
F. B. Klaboe
A. E. Johnson
V. E. Skoog
L. I. Lindas
C. G. Swenson
L. W. Rulien
W. J. Scofield

NOTED
TOM EDWARDS

NOTED
TOM EDWARDS

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STATE HIGHWAY ENGINEER

Form E-123

Fountain Slide Section

102-2.1 Disposal of Excess Materials. All excavated materials will be classed as excess and shall become the property of the contractor at the point of excavation. Excess materials shall be disposed of in conformance with the following:

1. All material shall be disposed of in a manner satisfactory to the engineer.

2. Access to the Columbia River Highway will be restricted to existing established access points only.

3. Any crossing of the highway shall be by grade separation structure.

4. No material may be disposed of south of the Columbia River Highway within the limits of Sections 33, 34 and 35 T3 N, R8 E, or Sections 2, 3 and 4 T2N, R8 E. It has been determined that disposal of any materials in the above described areas may be detrimental to the Columbia River Highway and the Union Pacific Railroad and their appurtenances, therefore disposal of this material in the above described areas will be considered a violation of the provisions of the contract, and the contract will be subject to termination by the Commission as set forth in Article 8-9.

5. If the contractor so elects, excess materials may be disposed of in the "possible disposal areas 'A' and 'B' " indicated on the plans, subject to the following restrictions:

(5-a) Materials so placed shall be to the lines, grades and slopes indicated on the plans or as established by the engineer with Area "A" being completed prior to placing any material in Area "B". Clearing of the disposal areas will be required, compaction of the excess material will not be required.

(5-b) The contractor will not be permitted to place material in the Columbia River between March 15 and September 15.

During the period between September 15 and March 15, that portion of the perimeter of the proposed disposal area lying in the river may be constructed as a "dike" with an opening at the downstream end. The area enclosed by this "dike" may be filled during the period between March 15 and September 15 with the following provisos:

Fountain Slide Section

(1) No work will be permitted on the "river side" of the "dike".

(2) Filling of this enclosed area does not cause undesireable siltation or pollution of the river below the work.

(5-c) All work in the river shall conform to the requirements of the U. S. Coast Guard.

The contractor's attention is directed to expected fluctuations in water elevations and also to theprovisions hereinbefore set forth under the heading "Article 7-10 Prevention, Control and Abatement of Water Pollution".

6. If the contractor so elects, excess material may be disposed of on the U. S. Army Engineers' property designated as Area "C". In this event, the contractor must make his own arrangements for access to this area and shall place the material in conformance to the requirements of the U. S. Army Corps of Engineers and the U. S. Coast Guard.

7. If the contractor elects to use the haul route indicated on the plans, the following shall apply:

(7-a) Overweight and overwidth loads may be permitted provided that he shall maintain the County and State roads on this route to the satisfaction of the engineer and shall restore these roads to their original condition upon completion of the work. The State and County will issue required permits for overweight and overwidth loads to the contractor upon application.

(7-b) The contractor will be responsible for handling traffic on the public road portions of the haul route in accordance with the "General Special Provisions — Contractor's Responsibility for Handling Traffic".

(7-c) The State of Oregon has obtained options for easements to construct the "possible haul road" indicated on the plans. It will be the responsibility of the contractor (if he elects to build this road) to pay certain costs involved in connection with the easements and to construct the haul road at his expense.

The cost involved in exercising these options amounts to $1,300 and will be deducted from the first partial payment made to the contractor for work performed under this contract.

At the expiration of these easements the haul road shall be bladed to a smooth condition.

Fountain Slide Section

(7-d) Crossing of the Union Pacific Railroad tracks shall be subject to the requirements of the Union Pacific Railroad Company, as those are hereinbefore set forth under the heading, "7-28 Relations with Railroad Company".

(7-e) Merchantable timber - All merchantable timber removed by the contractor in conjunction with the construction of the haul road across the three privately owned parcels of land, shall be felled, limbed, bucked in commercial lengths and decks adjacent to the haul road, in accordance with best logging practices. Said merchantable timber shall become the property of the respective property owners.

The timber so removed on the Union Pacific Railroad property shall become the property of the contractor and be removed from the premises.

SECTION 103 - FINISHING ROADBED AND SLOPES

103-5.2 Lump Sum Basis. The work performed under these provisions will be measured on a "lump sum" basis.

SECTION 202 - STONE BASE

202-2.2(a)(1) Degradation requirements - The material from which the base material is produced or manufactured, in addition to meeting requirements of the standard specifications, shall also meet the following degradation test requirements:

Test	Test Method	Requirements
Degradation:	O.S.H.D.*	
Passing No. 20 sieve	(P. #20)	30% Maximum
Sediment height	(H)	3" Maximum

*Copies of the Department's Standard Test for Degradation of Aggregates by Air Dispersion in Water are obtainable from the Engineer of Materials in Salem, Oregon.

Pursuant to Article 6-7, the contractor is advised that at least 6 original samples for the above tests will be required from each source planned for use, with additional samples required as the source is developed and used.

MULLEN CORPORATION

June 7, 1971

COPY

Mr. John A. Bond, Secretary
Claims Review Board
Oregon State Highway Division
Highway Building
Salem, Oregon 97310

Reference: Fountain Slide Correction, Columbia River Highway, Contract No. 7319.

Dear Sir:

With reference to our letter of June 4, 1971, please find enclosed six (6) copies of the itemized breakdown of extra costs incurred at Fountain Slide, as they were submitted to Mr. Rulien on April 6, 1971.

Very truly yours,

MULLEN CORPORATION

ORIGINAL SIGNED BY

R. S. Brown
Vice President

RSB:dls

Enclosures (6)

EXECUTIVE OFFICES ◆ 909 NORTHERN LIFE TOWER ◆ SEATTLE, WASHINGTON 98101 ◆ (206) 622-7376

MULLEN CORPORATION

June 4, 1971

Mr. John A. Bond, Secretary
Claims Review Board
Oregon State Highway Division
Highway Building
Salem, Oregon 97310

Reference: Fountain Slide Correction, Columbia River Highway, Contract No. 7319.

Dear Sir:

Reference is made to our claim concerning failure of the haul road from the west side of Fountain Slide to the west disposal areas. The claim was submitted to Mr. L. W. Rulien, Regional Engineer, Division 1, by letter of April 6, 1971, and denied by Mr. Rulien by letter of May 10, 1971.

Further consideration of this matter at an early date by the Claims Review Board is respectfully requested.

The claim is briefly described as follows:

The claim centers around the West Haul Road and Disposal Areas shown on Plan Sheet 4 and specified under Special Provisions Section 102-2.1 Disposal of Excess Materials; 7-28 Relations With Railroads; and Revision Letter No. 1.

An Area "A" is shown on the plan as a "possible disposal area".

An Area "B" and "C" are also shown on the plan.

The Special Provisions designate both Area "A" and Area "B" as disposal areas if the contractor so elects. (Section 102-2.1, 5, page 17.)

EXECUTIVE OFFICES ◆ 909 NORTHERN LIFE TOWER ◆ SEATTLE, WASHINGTON 98101 ◆ (206) 622-7376

The Special Provisions permit disposal of material in Area "C" if the contractor so elects, but he must provide his own access to the property. (Section 102-2.1, 6, page 18)

The plan shows a "possible haul road" for access to Areas "A" and "B". Its route to be selected and road construction by contractor.

The Special Provisions insure availability of the necessary easements if the contractor elects to build the West Haul Road indicated on the plan. (Section 102-2.1 (7-c), page 18.)

The Special Provisions provide that if the contractor elects to use the disposal areas shown on the plan the State will bear the cost of Railroad protective services and devices up to the limited amount of $34,000.00. (Section 7-28 (d), page 10.)

Note that in addition to the plan, the Special Provisions dealing with the designated disposal areas and haul road occupy the better part of eleven pages. There are no ambiguities or conflicts therein and the weight of intent conveyed is clear--the State warrants that if the contractor so elects, a suitable haul road can be built along the approximate route indicated on the plan.

As to actual construction of the road, the State chose the flexibility of a performance type specification and placed numerous restrictions thereon as noted above. Flexibility was allowed, however, in selection of its final route, and in its design and construction.

The contractor did elect to use the designated west disposal areas and started construction of the indicated haul road. Shortly thereafter the hillside along the route failed, causing the entire effort to be abandoned. This denied access to the west disposal areas and meant that the contract as represented became impossible to perform. In short, the State failed in its obligation to deliver a haul road route approximately as indicated on Plan Sheet 4.

The contractor intended to dispose of the excess material in West Areas "A", "B" and "C" and in an area to the East. Only by hauling in both directions could sufficient production be reached to meet the time limitations. Failure of the West Road forced hauling of the excess material to sites at the East. None was hauled to the West areas. This caused loss of time for which penalties have been assessed, and additional expense to the contractor.

The State must have known at the time of bid, of the latent instability of the terrain over which the suggested route traversed. The contractor relied on the representation that the route was in fact possible. If the State intended to place full responsibility on the contractor for the risk of impossibility as opposed to its assurances of possibility, it should have said so in plain language.

In Summary, the State designated Areas "A", "B" and "C" as sites for disposal and represented that haul road access thereto could be built along a route it delineated. Construction of the road failed because of unstable soil conditions beyond the control of the contractor. Access to the disposal sites thereupon became impossible forcing the excess material to be hauled East instead of both East and West as planned. This caused slippage in completion and additional expense.

Remission of liquidated damages and compensation for the additional costs involved is respectfully requested. A detailed breakdown of these amounts is forwarded under separate cover.

Very truly yours,

MULLEN CORPORATION

R. S. Brown
Vice President

RSB:dls
Enclosure - 6 copies

MULLEN CORPORATION

April 6, 1971

State Highway Engineer
Oregon State Highway Commission
Oregon State Highway Building
Salem, Oregon 97310

Oregon State Highway Department
P.O. Box 02157
Portland, Oregon 97202

Attention: Mr. L. W. Rulien, Regional Engineer

Reference: Contract No. 7319, Fountain Slide

Subject: Claim for Extra Costs and Time Resulting from Deletion of the West Haul Road.

Gentlemen:

The following is a general breakdown of our claim for extra costs resulting from deletion of the West Haul Road on the referenced contract.

The claim consists of four sections described below:

A. Costs Expended on Clearing and Pioneering of the West Haul Road and Dump.

The total direct costs, in the amount of $22,947, have been taken from our computer cost report. These costs are related to preliminary pioneering and clearing activity on both the West Haul Road and West Disposal Area prior to termination of the West Haul Road construction.

EXECUTIVE OFFICES ◆ 909 NORTHERN LIFE TOWER ◆ SEATTLE, WASHINGTON 98101 ◆ (206) 622-7376

B. Deletion of Anticipated West Haul Road Embankment.

This portion of the claim concerns extra costs experienced by the contractor to relocate to the East Disposal Area an anticipated quantity of 133,000 CY of West Haul Road embankment. This is the quantity of material which the contractor anticipated incorporating into the West Haul Road, but was forced to place in the East Disposal area.

The contractor's budgeted unit cost to place this material in the West Haul Road was $0.588/CY, and the actual cost to place this material in the East Disposal Area was $0.835/CY, the differential of $0.247/CY x 133,000 CY leaves a total extra direct cost of $32,851.

C. Extra East Haul Road Construction Cost.

This portion of the claim results from a comparison of the budgeted unit costs to construct the East Haul Road prior to failure of the West Haul Road, with the actual unit costs after the failure. Specifically, the budget unit cost prior to failure of the West Haul Road was $0.574/CY and the actual unit cost after the failure was $0.707/CY leaving an extra differential unit cost of $0.133/CY. This differential cost of $0.133/CY times the 236,000 CY placed in the road leaves an extra direct cost of $31,388.

D. Extra Costs Associated with East Disposal Area.

This portion of the claim compares the budgeted unit cost of hauling to the East Disposal Area prior to failure of the West Haul Road with the actual unit cost after failure. Specifically, the budgeted unit cost prior to failure of the West Haul Road was $0.562/CY and the actual unit cost after failure of the West Haul Road was $0.835/CY, leaving a differential extra unit cost of $0.273/CY. The quantity involved is derived as follows:

Total Project	1,657,278 CY Actual Excavated

East Haul Road	(236,000)	CY Actual Placed
West Haul Road	(133,000)	CY Anticipated to Place
County Roads	(298,000)	CY Actual Placed
West Disposal Area	(400,000)	CY Anticipated to Place
East Disposal Area	590,278	CY Remaining Quantity

The total extra direct cost is then 590,278 CY @ $0.273/CY = $161,146.

CLAIM SUMMARY

The total direct costs of this claim are:

A.	Costs Expended on Clearing and Pioneering of the West Haul Road and Dump.	$ 22,947
B.	Deletion of Anticipated West Haul Road Embankment.	32,851
C.	Extra East Haul Road Construction Cost.	31,388
D.	Extra Costs Associated with East Disposal Area.	161,146
	Total Extra Direct Cost	$248,332
	15% Overhead	37,250
		285,582
	10% Profit	28,558
		314,140
	1.25% Insurance and Bond	3,927
	Total Claim Amount	$318,067

At our scheduled meeting of 7 April 1971, we will discuss in detail this claim and will furnish all additional information as required.

In addition to the claimed amount, we are claiming an additional 74 days of contract time to complete the project.

Very truly yours,

MULLEN CORPORATION

R. S. Brown
Vice President

RSB:MLM/ss

RECEIVED
JUN 15 1972

Contract 7319
Fountain Slide
SS Mullen Inc.

7319

Project advertized, date

Date plans requested — application for plans has been destroyed
Date plans sent ——— " " " " "
Date bids opened
Copy for Howe
Date Contract awarded by Com — 12-1-69 (letter dated 12-4-69)
Date contracts sent to Mullen — 12-4-69 (letter dated 12-4-69)
Date " returned by Mullen — 1-2-70 (letter dated 12-31-69)
Date executed Contract to Mullen — 1-8-70 (letter)

also cert. copy of Com approval of
Contract - letter & minutes

Fountain Slide
7319

Contract award deferred pending look for error	11-18-69
Chairman approved award	11-26-69
Commission awarded Contract	12-1-69
Letter from Mullen withdrawing claim of error	12-4-69
Contract Copies to Mullen	12-4-69
Telegram received ~~11-14-69~~ claiming error in bid	11-14-69
Bid tab mailed out	

RECEIVED
[illegible]
FOR FILING

7319

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

DATE April 11, 1972

TO Mr. A. E. Johnson
Assistant State Highway Engineer

FROM C. T. Keasey, Construction Engineer
By
Edgar L. Johnsen
Special Studies & Chief Cost Engineer

SUBJECT Fountain Landslide Correction

The estimate recently submitted by Reid Meritt for the buttress slide correction may be summarized:

Unloading and buttress construction	$2,355,000
Roadway grading and surfacing	553,000
Extras: Flagging, binwall, pipe adj.	31,000
	$2,939,000
Engineering & Contingencies	586,000
	$3,525,000

Not included in the above estimate is an allowance for correction of the easterly part of the slide. Gano's explorations are not yet complete. Mr. Gedney submitted a proposal to unload the slide, place three rows of vertical drain pipes 500 feet right of centerline and construct a rock buttress in the river. A reconnaissance estimate for this work with no allowance for correction of the easterly slide follows.

Unloading, say 800,000 CY at $1.30	$1,040,000
12"Wells, 15,000' @ $15.00/ft.	225,000
Buttress, 244,000 CY at $2.50 CY (t	610,000
Roadway	553,000
Extras	31,000
	$2,459,000
Engineering & Contingencies	501,000
	$2,960,000
Drainage Tunnels	540,000
	$3,500,000

NOTED
E. S. HUNTER

The estimate for relocation of the highway and the railroad around the toe of the slide is $4,200,000. Because of the long-range benefit of avoiding the slide with the relocation in the river, this plan is recommended for feasibility studies.

RECEIVED
APR 11 1972
OFFICE OF
STATE HIGHWAY ENGINEER

ELJ:fw
cc: E. S. Hunter
V. D. Wolfe
Frank Hall

River Route $4,300,000

2-H-1-D

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Washington, D.C. 20590

DATE: March 30, 1972

In reply refer to: HO-35

TO : Mr. R. M. Phillips
Regional Federal Highway Administrator
10-00.333 Portland, Oregon

FROM : Ross W. Kruser, Director
Office of Highway Operations
By: H. A. Lindberg, Chief
Construction and Maintenance Division
K A Ziering, for

SUBJECT: Oregon I-80N-2(8)38
Fountain Landslide

The Soil and Rock Mechanics Branch has completed their analysis of the data for this project forwarded by Mr. H. B. Henry's memorandum of March 16. Their comments and suggestions regarding the State's proposed remedial scheme follow.

1. In the vicinity of Station 389 it would be beneficial to unload more material than that proposed by the State. Specifically, by increasing the depth of excavation approximately 25 feet at 1200 feet right of centerline and constructing 3H to 1V backslope from tHis point, a safety factor of 1.13 is obtained. (See attached Figure 1.) A catch basin and pipe could be used to drain the resultant swale.

2. Our analysis indicates that there is no significant effect on the safety factor by constructing the proposed rock buttress. (See Items 2 and 3 of Figure 2.) A stability analysis of the excavation required to construct the buttress indicates that even if done in increments a failure is likely (Item 4, Figure 2). We therefore recommend deletion of the buttress and drainage trench. (As agreed during the March 15 meeting, the unloading proposed for the lower portion of the slide should also not be done.)

3. If the buttress is not constructed an additional margin of safety may be obtained through the constructing of several rows of vertical sand drains paralleling centerline at about 500 feet right. These could then be tapped with horizontal drains installed from near roadway elevation. Although dewatering may be difficult to accomplish in portions of the sliding mass, the benefits to be derived from even partial success are significant. Efforts should continue to divert surface water away from the failure mass.

NOTED
E. S. HUNTER

4-5-72
Copies to
AE Johnson
ES Hunter
Jim Putnam
L Rubin
D Gano
F Hall
V Wolfe
EL

-more-

[illegible] - cc F. Harbrough

K W.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

4. Consideration should be given to constructing a limited buttress below the railroad and into the river. With an adequate rock blanket the talus debris unloaded from the upper portions of the slide may prove satisfactory to construct the buttress. The buttress could extend approximately 50 feet into the river from Station 382 to Station 404.

2 Attachments

RECEIVED
APR 11 1972
OFFICE OF
STATE HIGHWAY ENGINEER

MADE BY R.M. DATE [illegible]
CHECKED BY DATE
CALCULATIONS FOR
PROJECT [illegible]
Oregon
SHEET NO. [illegible]

No Scale

Station 386+00

- ① Unload A & B, Construct Buttress
  F.S. = 1.13 (State F.S. = 1.26)
- ② Unload B only, Construct Buttress
  F.S. = 1.25 (State F.S. = ?)
- ③ Unload B only, No Buttress
  F.S. = 1.21 (State F.S. = ?)
- ④ Stability of Buttress Excavation
  F.S. = 0.85

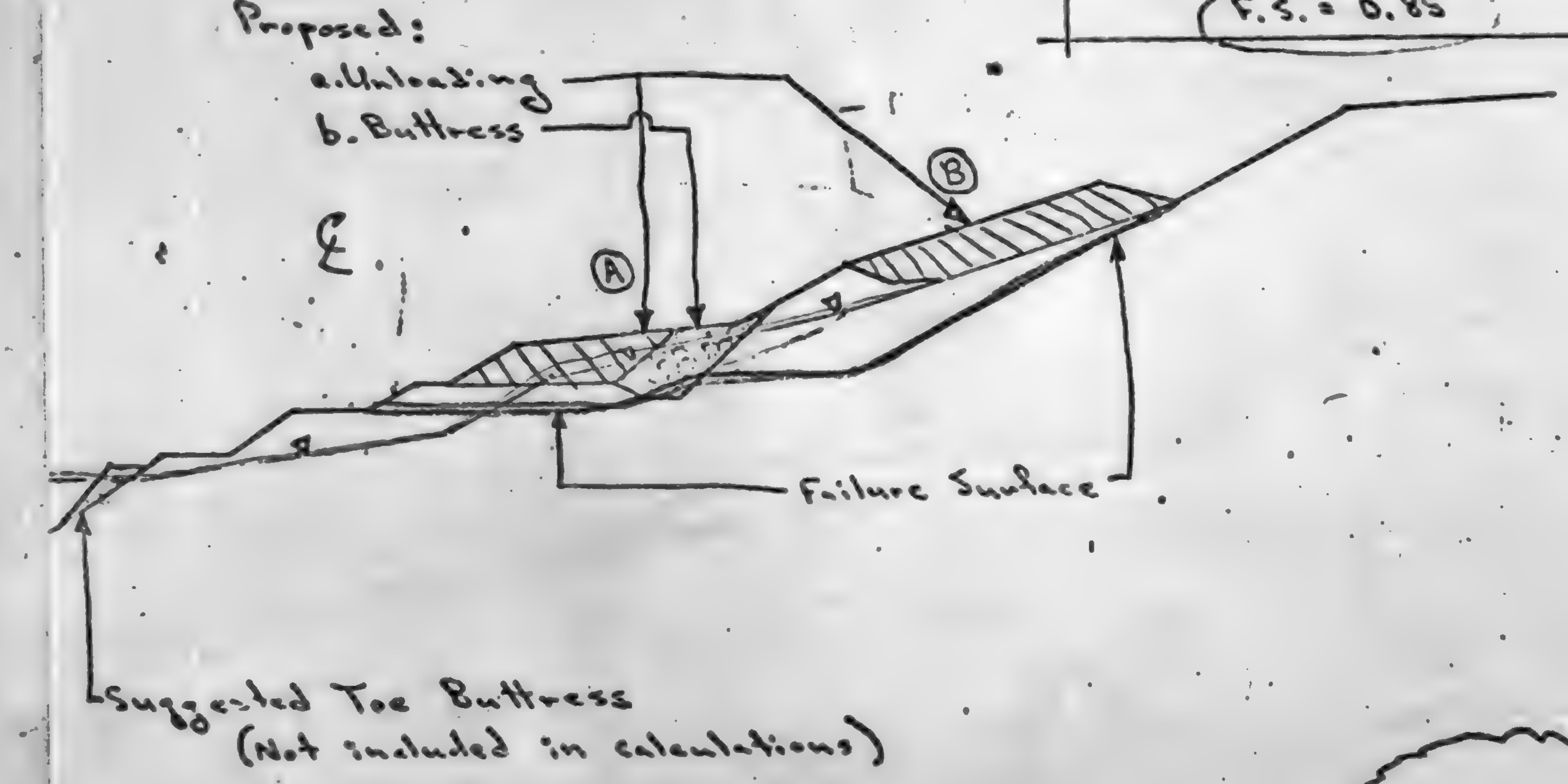

Figure 2

FEDERAL HIGHWAY ADMINISTRATION

MADE BY KH DATE 3/29/72 PROJECT Fountain Landslide

CHECKED BY DATE Oregon

CALCULATIONS FOR Results of Stability Calculations SHEET NO. 1 of 3

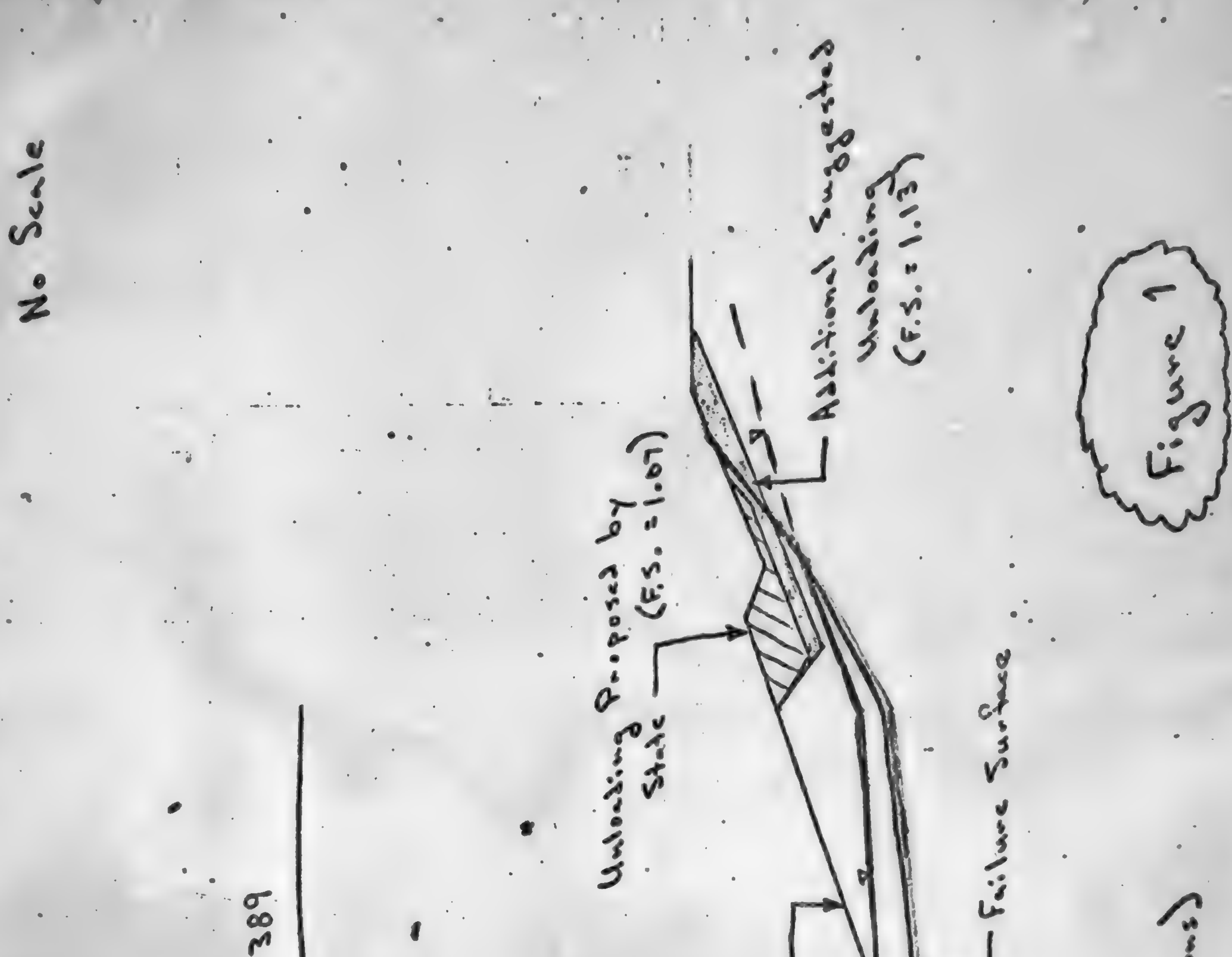
No Scale
Station 389 + 0
Unloading Proposed by State (F.S. = 1.07)
Additional Suggested Unloading (F.S. = 1.13)
Existing
Failure Surface
℄
Suggested Toe Buttress (not included in calculations)

Figure 1

FOR FILING

I-8CN-2 (48) 4/8

7319

Salem, Oregon
January 28, 1972

MEMO TO THE FILES RE: Fountain Landslide Correction

The correction plan for the Fountain Landslide was reviewed with A. E. Johnson and C. T. Keasey on January 24, 1972. We agreed with the Regional Geologist that the explorations for eastern part of the slide were inadequate to make a decisive recommendation for correction. Since we wanted to do all the corrective work under one contract, hopefully this summer, Dan Gano was requested to complete his investigations of the east slide area. It was estimated that this work would cost less than $10,000 and would be completed by the second week in March.

I met with Ray Schwegler and John Schultz on January 27, 1972 to discuss the progress of the Fountain Landslide correction. Mr. Schweger found no fault with design for correction south of the hump area. He gave his approval for additional testing on the easterly slide. He requested pump tests of the drain wells. Pump tests of these wells will be made early this February.

Reconnaissance estimates of alternate locations bypassing the Fountain Slide area were requested by the Federal Highway Administration. One route would be located in the Columbia River; the other along the old Military Road south of the slide. Reconnaissance will estimate these two alternates.

Moretrench Corporation has yet to respond with a drainage solution.

All other work will be complete by March 13, 1972 when David Gedney will be in Oregon. He will be available that week to review our plans.

Edgar L. Johnson

Edgar L. Johnsen
Special Studies and Chief Cost Engineer

ELJ:fw

cc: A. E. Johnson
Victor D. Wolfe
J. F. Ritnam

NOTED
E. B. HUNTER

RECEIVED
JAN 31 1972
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 1 - 1972
FORM 6-30
FOR FILING

I 8CN-2(48) -17

7319

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 28, 1972

SUBJECT: Fern Hill Slide Movement
Fountain Slide Movement

To:

E. S. Hunter
Asst. State Highway Engineer

Building

NOTED
A. E. JOHNSON

I believe that Mr. Klaboe asked for data concerning movement of the two subject slides.

On the Fern Hill Slide, the centerline has moved from 0 to .15 ft. northerly between 237 and 241, appearing to be a fold action. A fly line 215 ft. right shows northerly lateral movement from 229 to 241, tapering generally from 0 to 229 to about 7-1/2 ft. at 236 and 237, then returning to 0 at 241. This shift is accompanied by a vertical drop of .4 of a foot. Fly line 341 feet right approximately duplicates the above. The scarp line is roughly 470 ft. back beginning about 231 and running ahead some 25 ft. northerly from the centerline to 237 where it disappears into the brush to the south. There is a fold break roughly parallel to the scarp about 370 ft. out. There appears to be evidence of folding on the roadway running along the hillside to the right of station 239. A check of the existing highway below this area shows no horizontal or vertical movement.

Very little movement has occurred on the Fountain Slide, the hump remaining about the same. Some shifting has occurred at the east end of the slide with a crack across all four lanes of the highway, this crack being four inches at the widest point.

ORIGINAL SIGNED BY R. N. BOTHMAN

Robert N. Bothman
Maintenance Engineer

RNB:mp

cc: A. E. Johnson

cy Morgan
Lodge
2-1-72

RECEIVED
JAN [illegible] 1972
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 12 1972
FOR FILING

I-80N-2(12)-18
7317

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 10, 1972

SUBJECT:

To:

Mr. Tom Edwards
Mr. F. B. Klaboe
Mr. A. E. Johnson
Mr. L. I. Lindas
Mr. V. E. Skoog

NOTED
F. B. KLABOE

The Claims Review Board met six times in 1971. Six new claim matters were considered and three of these did not have the contractor present but were to review settlments recommended by the Construction Section. The contractor was present to present his case on the other three new matters taken up in 1971 (Fountain Slide, Wilsonville-Hubbard and Fremont Superstructure). The West Linn Bridge claims were first presented in 1970 but were considered further in 1971.

When 1971 ended, there were unresolved items on three projects which have been before the Board. A list of these is attached.

John A. Bond, Secretary
Claims Review Board

JAB:fw
Attach.

RECEIVED

SUMMARY OF 1971 CLAIM BOARD REVIEWS

Claim Review No.		Amount Claimed	Review Action Amount	Contractor Acceptance
24	Willamette River (West Linn) Bridge - Painting	$177,180.76	$18,500	No
24 (a)	Willamette River (West Linn) Bridge - Temp. Bracing	$ 36,849.30	Denied	-
27	Fountain Slide Section	$329,067 (T)	Denied	Filed lawsuit
28 C	Rufus-Quinton	$ 93,252.59	$46,800 C	Yes
29	Wilsonville Interchange-Hubbard Interchange	$353,792 (T)	Denied	-
30 C	Lime Section	$ 10,852.54	$ 6,500 C	Yes
31	Fremont Bridge Super-Structure Time Only	448 days (T) = $448,000	162 days *	-
32 C	Siuslaw River (Mapleton) Bridge	$ 35,388.61	$24,364.62 C	Yes

* Part of claim still under consideration.

C Reviewed a Staff level recommendation - contractor not present.

T Claim includes some time liquidated damages.

JAB:fw
1-10-72

CLAIMS REVIEW BOARD

MATTERS PENDING

CONTRACT NO. 7124 - Fremont Bridge Piers

PKS Company submitted additional material dated December 21, 1971. (Being reviewed in field.)

CONTRACT NO. 7105 Willamette River (West Linn) Bridge

Box girder and wage escalation claims. Audit report is now available. Four-part grading claim is not answered. Painting claim is in court.

CONTRACT NO. 7276 Fremont Bridge Superstructure

Interim extension was granted for 162 days out of 448 days requested. Balance associated with casting problems to be researched by Mr. Lindas.

JAB:fw
1-10-72

I-80N-2(48) Fountain Slide Section, of 1969
48 Col. R. Hwy., E. of Cascade
#7319 Locks (Grading & paving) #1.

OA 3428
RR 617

Q To date
Q of the week

% comp. of , h 657,000 cy

RECEIVED
DEC 14 1971
FOR FILING

I-80N-2(48)48
7319

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

DATE: December 6, 1971

In reply refer to: 08-35-DB

TO : Mr. E. L. Porter, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

for G. K. Hossner

NOTED
A. E. JOHNSON

To Const. 12-8-71

SUBJECT: Oregon Project I-80N-2(48)48
Columbia River Highway - Fountain Slide
State Force Order No. 1
Total Estimated Amount of the Order - $5,000
Federal Participation - $4,500

Reference is made to your letter dated November 22 concerning subject order.

The use of State Forces is approved as being in the public interest in accordance with PPM 21-6.2 for the following reasons:

1. The contractor has moved all of his equipment from the job site.

2. The amount of the work is too small to warrant a separate contract.

Equipment rental rates will be according to a schedule that has been previously approved by this office for use on force account work.

Reimbursement is to be made on an actual cost basis. A signed copy of the order is returned.

Enclosure
State Force Order No. 1

RECEIVED
DEC 8 1971
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form A-186 (Rev.)—636—4-66

I-80N-2(48)48
7317

STATE COPY
G-1P

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

APPROVED EFFECTIVE DATE 10-14-71
Contingent upon modification of project agreement if additional funds are required
BY G.K. Hosmer
TITLE Dist. Engineer
DATE 12-6-71
FEDERAL HIGHWAY ADMINISTRATION

Project Name FOUNTAIN SLIDE
Date October 11
Highway Columbia River
Contract No. 7317 F. A. Project No. I-80N-2(48)48
County Hood River
Prefix 614-1077 Account No. 279-01

Description of Work To Be Done: Seal cracks, smooth out slide area slopes and construct ditches to provide adequate surface drainage.

NOTED
A. E. JOHNSON

D Const
12-8-71

Location by Station Numbers: Throughout project.

Estimate of Quantities and Costs:

Labor	$ 1,600.00
Equipment	3,400.00
TOTAL	$ 5,000.00

Explanation: Dozer to be used shall be a D-9 or equivalent.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$	1,926,236.25
Present estimate of project cost, including $ 5,000.00 for work under this order	$	1,926,236.25
Expected under-run over-run (amount)	$	
Expected under-run over-run (per cent)		NOTED

Submitted by: R. S. Hawkins
District ~~Resident~~ Engineer

Approval Recommended:
Division Engineer

Approval Recommended:
Construction Engineer ~~or Bridge Engineer~~

Approved:
~~Deputy State Highway Engineer or Assistant State Highway~~ Program & Planning Engineer

~~This order does not constitute authority for expenditures until approved by the Assistant State Highway Engineer.~~

JAN 21 1972

FOR FILING

I-80N-2(48)48

7319

11-24-71

Rec [illegible]
12-13-71
[illegible]

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

THE MULLEN CORPORATION, Plaintiff,	*	NO. 375-516
vs.	*	COMPLAINT
STATE OF OREGON, acting by and through the Oregon State Highway Commission, Defendant.	*	

For cause of action, the plaintiff complains as follows:

1. The plaintiff, formerly known as S. S. Mullen, Inc., is a Washington corporation with principal place of business in King County, Washington, carries on a heavy construction business, and is authorized to carry on said business in Oregon. The defendant is an agency or subdivision of the State of Oregon.

2. On or about December 1, 1969, the plaintiff entered into a written contract with the defendant, designated as Contract No. 7319, entitled "Fountain Slide Correction," under which the plaintiff agreed to excavate and waste materials located in the Fountain Slide section of Columbia River Highway in the State of Oregon.

3. The contract provided for and made available to

7319

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

THE MULLEN CORPORATION,
Plaintiff,

vs.

STATE OF OREGON, acting by and through the Oregon State Highway Commission,
Defendant.

NO. 375-516

COMPLAINT

For cause of action, the plaintiff complains as follows:

1. The plaintiff, formerly known as S. S. Mullen, Inc., is a Washington corporation with principal place of business in King County, Washington, carries on a heavy construction business, and is authorized to carry on said business in Oregon. The defendant is an agency or subdivision of the State of Oregon.

2. On or about December 1, 1969, the plaintiff entered into a written contract with the defendant, designated as Contract No. 7319, entitled "Fountain Slide Correction," under which the plaintiff agreed to excavate and waste materials located in the Fountain Slide section of Columbia River Highway in the State of Oregon.

3. The contract provided for and made available to the plaintiff a specified haul road route from the Fountain Slide area across private and public property to designated disposal areas. The haul road was to be constructed by the plaintiff and the specifications provided that the plaintiff could elect to use said route in disposing of the excavated materials. Utilization of the designated haul road route (would have resulted in job efficiencies and a substantial reduction of plaintiff's cost of performance.)

4. The designated haul road route was not available to the plaintiff when it undertook to perform the contract. The haul road could not be constructed because of the occurrence of slides and the unreasonable risk of future slides, which did and would damage or endanger public and private property adjacent thereto, including railroad trackage and equipment owned by Union Pacific Railroad Company and others. As a result, plaintiff was required to obtain and utilize other haul roads, causing decreased efficiency and increased cost of performance and causing damage to the plaintiff in the sum of $318,067.

WHEREFORE, plaintiff prays for a judgment against the defendant in the sum of $318,067, with interest and taxable costs of suit.

DATED this 24th day of November, 1971.

/s/ John G. Holden

of Wood, Wood, Tatum, Mosser &
Brooke
Attorneys for Plaintiff

STATE OF WASHINGTON)
) ss.
County of King)

STUART S. MULLEN Jr. being first duly sworn upon oath, says that I am the president of The Mullen Corporation, the plaintiff in the above-entitled Complaint and that the foregoing Complaint is true as I verily believe.

S. S. Mullen Jr.

Stuart S. Mullen, Jr.

SUBSCRIBED and SWORN to before me this 24th day of November, 1971.

Notary Public in and for the State of Washington, residing at Seattle.

A TRUE COPY:

John G. Holden

Of Attorneys for Plaintiff

RECEIVED
FORM 2-30 (REV. 10-69)
SEP 14 1971
FOR FILING

I-80N-2
7319

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 8, 1971

SUBJECT: Fountain Slide Area
I-80N

To:

A. E. Johnson
Asst. State Highway Engineer

Building

Please be advised that the requested pavement grade line restoration work has been completed at Fountain Slide on I-80N.

Robert N. Bothman
Maintenance Engineer

By
O. B. Jackmond
O. B. Jackmond
Maintenance Operations Engineer

OBJ:mp

noted
AEJ

RECEIVED
SEP 8 1971
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

SP*53475-734

RECEIVED
SEP 16 1971
FOR FILING
I-80N-2(43) 48
7319

CLAIMS REVIEW BOARD

MATTERS PENDING

CONTRACT 7128 Wilsonville Interchange-Hubbard Interchange

Remaining time liquidated damages (Lindas handling with FHWA) $ 21,400

Cofferdam Collapse $184,392
Bridge Section report distributed to Board members last week

The $169,000 claim on embankment has been received (with too brief content) and referred to Region I which will make a recommendation soon for the Board's consideration along with above items.

CONTRACT 7319 Fountain Slide $318,067

Formally denied 7-27-71 after 6-25-71 Review Board meeting. S.S. Mullen Corp. has requested re-consideration. Data sent to Region to update their recommendation and is also being sent to all Board members.

CONTRACT 7124 Fremont Bridge Piers $242,922.69

Review Board meeting 12-8-70. No formal decision. PKS Co. to submit more information -- not received yet.

CONTRACT 7105 Willamette River (West Linn) Bridge

Willamette River Constructors' Box Girder plan change claim $ 69,340.10

Some adjustment sanctioned by Bridge Engineer. Awaiting results of OSHD audit of some parts before presenting to Board.

The painting and erection bracing claims on this same project were considered by Board 1-15-71 and compromise offer of $18,500 on painting claim is still in hands of contractor.

John A. Bond, Secretary
Claims Review Board

NOTED
TOM EDWARDS

JAB:fw
September 8, 1971

RECEIVED
SEP 14 1971
FOR FILING

I 80N [illegible] 48
7319

MULLEN CORPORATION

August 13, 1971

Routing
Decker
1 Bond
Walker
Doolune
Johnson 2

RECEIVED
AUG 19 1971
CONSTRUCTION DIVISION

Mr. John A. Bond, Secretary
Claims Review Board
Oregon State Highway Division
Highway Building
Salem, Oregon 97310

Reference: West Haul Road Failure, Fountain Slide Correction, Columbia River Highway, Contract No. 7319.

Dear Sir:

Reference is made to your letter of July 27, 1971 regarding our claim, and to our subsequent telephone conversations.

I understand that the claim was denied because the Board believed that (1) we did not make a complete effort to build the road after it failed, and (2) if we had made the effort, a practicable, useable road would have been possible.

At the hearing our group was unaware that these points would be considered against us. The Board was informed that Mr. Walter Wright of Shannon and Wilson, Inc. emphatically warned against our continuing any construction in that area particularly if we were attempting to build a haul road. He said that only a primitive pioneer road was at all possible, and even it would be dangerous to build. Mr. Rulien also said that only a narrow road with tight curvatures and switchbacks could be built. Such a road would merely allow access for light vehicles and is not in any sense a practical "haul road" as the term is known in the industry. The plan clearly shows curves of wide radius. A "haul road" must, by definition, support heavy off-highway hauling equipment and such a road simply could not be built across this area considering the risk and danger involved (note that Specification Section 7-28 (b), Railroad Requirements, requires that the contractor shall not "endanger" the Railroad).

Mr. John A. Bond
August 13, 1971
Page -2-

It was also pointed out that had we persisted with construction against expert advice and with the experience of actual failure, our insurance coverage would be nullified so far as the contractor and the State were concerned. Criminal negligence would also be a distinct possibility. The contractor had no other prudent or acceptable choice but to suspend the operation. The State offered no counsel one way or the other.

Enclosed are copies of corroborating correspondence from Mr. Walter Wright of Shannon and Wilson, Inc., soils engineers, Portland, Oregon, and from Mr. Marshall Miller of Miller and Morris, Inc., loss assessors, Seattle, Washington.

An early meeting to discuss these subjects further is respectfully requested.

Very truly yours,

MULLEN CORPORATION

R Brown

R. S. Brown
Vice President

RSB:dls
Enclosures

8/17/71
Copy to L H [illegible]
per John Bond
Fed

24 Hour Phone
206 MU 2-8141

MILLER & MORRIS INC.
LOSS ASSESSORS

M

Cable Address "MINC SEATTLE"
Telex: 32-8933

757 HARRISON STREET
SEATTLE, WASHINGTON 98109

10th August 1971

S. S. Mullen, Inc.
7329 Fourth Avenue South
Seattle, Washington 98108

Re: Fountain Slide Project
No. I80N-24848

Gentlemen:

Reference is made to the questions arising out of the applicability of insurance to losses or liabilities which may arise out of circumstances which might be deemed "foreseeable" vs. "unforseeable". This office has represented the various insurors of S. S. Mullen, Inc. for approximately fourteen years, and have specialized in construction insurance claims for many years, incidentally representing many of the major national construction firms. We have during this period had occasion on several different instances of having to rule upon this basic issue, many times with rulings which of necessity have left the contractor uninsured as respects a given loss or series of losses. In this regard, we might mention the problems arising out of the Occidental Avenue job which had both railroad protective and public liability implications, and out of which a total of $246,928.75 worth of property damage claims which were presented by the involved railroads, the contract owner was obliged to pay $164,922.91, and ultimately a net payment was made by your liability carrier on a negotiated basis of $10,000.00.

The fundamental issues involved in this discussion are basically premised on the condition that insurance coverages are written to insure or indemnify for unforeseen or accidental losses which may be imposed by law, either under contract or in tort. The practical application is such that where a hired employee of an insured may invoke a liability upon his employer through negligence or misjudgment or even a deliberate act --- i.e. (drive his employer's tractor across a landowner's front lawn) that liability imposed upon th policyholder would probably be covered; whereas the same liability incurred as a result of an administrative decision at the executive level of the policyholder would be considered a deliberate act, and would not be insurable.

In this context, the feasibility of constructing a haul road across the Fountain Slide area (as contrasted to a foot path or pioneer road) was posed to one of the most recognized soils engineering firms for their advice and counsel. The recommendation of that firm was unequivocally that such an undertaking was unfeasible and dangerous. Thus, in the face of this advice, an administrative decision to proceed would in our opinion have been held both civilly (and possibly even criminally) as a willful and deliberate act.

The insurance program which you had in force at the time of this job included by State Specification, a railroad protective policy which runs in the name of the railroad to insure the contractual obligations of both the State and the Contractor. It should be pointed out, however, that any loss which becomes payable under such a railroad protective policy is subrogable back against any third party including either the Contractor or the State on the basis of whatever tort issues might be involved. It is our opinion that in the face of the circumstances which existed that had a liability been incurred on behalf of the railroad, that the loss would, of necessity, had to be dealt with under the railroad protective rather than the property damage coverages of the Contractor, and in all probability such loss would have been subrogated back BOTH against the Contractor and the State. There is considerable case law supporting this type of interpretation, one of which is somewhat of a classic entitled, "Great Northern Railroad Company vs. State, 102 Wash. 348, 173 PAC 40". In this case, the railroad properties were damaged as the result of rock falling on the right-of-way as an "inevitable" result of of the blasting necessary to construct a highway above the tracks. The wording used by the court is worthy of mention:

> "If the acts caused the injury were done under, and in the consequence of, the direction of the State then the State is to be regarded as the superior and responsible as such, although it does the work by contract and by the direction of its duly authorized officers". (The fact that the details of the action are left to the discretion of the Contractor does not change the basic issue.)

I mention that single case, recognizing that it has many times been held that the inevitable results arising out of a public development cannot be simply passed to a Contractor under an Indemnity Agreement. Many states, including California and Washington, have in recent years placed specific statutes on the books defining the limitations of liability which can be passed to a Contractor by a public body. It is in the context of this reasoning that we believe that had the executive decision been made to proceed with the construction of an adequate haul road in the face of the specific advice of known experts in the field and the experience of the Contractor, that we would have been obliged to challenge liability coverage and would probably have acted by satisfying the railroad's claim under the railroad protective contractual implications and subrogating the loss back against the Contractor personally, and the State. It should also be mentioned that an employee injured because of the conditions which were felt to exist that the Contractor would be extremely vulnerable to attack both by the employee (i.e. possibly criminally=Snettisham Dam case) and would certainly have been subject to censure if not prosecution by the State Industrial Board.

We would be happy to provide more particulars if required.

Very truly yours,

MILLER & MORRIS, INC.

Marshall W. Miller

MWM:lb

WILLIAM L. SHANNON, P. E.
STANLEY D. WILSON, P. E.
EARL A. SIBLEY, P. E.
WALTER L. WRIGHT, P. E.
RUDY J. DIETRICH, P. E.

SHANNON & WILSON, INC.
SOIL MECHANICS AND FOUNDATION ENGINEERS
SEATTLE • PORTLAND • BURLINGAME

1632 S. W. MORRISON STREET PORTLAND, OREGON 97205 • (503) 223-6147

0-482

AUG 1971

August 2, 1971

S. S. Mullen, Inc.
P. O. Box 3886, Terminal Annex
Seattle, Washington 98124

Attention: Mr. Roy S. Brown
Vice President

Re: West Haul Road
Fountain Slide Excavation
Cascade Locks, Oregon

Gentlemen:

In accordance with your recent request we have reviewed the stability of the slopes that would be involved in the construction of a West Haul Road from the Fountain Slide excavation area to the west side disposal sites (Areas "A", "B" & "C") northwest of the existing highway and railroad.

Our general and specific knowledge of the area indicates that geologically the area is located within a broad general anticlinal ridge which forms the Cascade Range through which the Columbia River has cut a channel normal to the ridge to form what is known as the Columbia River Gorge. The rocks exposed in the valley walls, within and adjacent to which the excavation and waste areas are located, consist of a large series of Columbia River Basalt flows of Middle Miocene age. Andesitic intrusives of probable late Pliocene time penetrate into the basaltic flow rocks in the area to complicate the geology. The geology is further complicated by the fact that a large deposit of andesitic and basalt talus overlies the underlying undisturbed rocks. The Fountain Slide involves and is located within this andesitic and basalt talus material.

The slide materials to be excavated and the easterly section of the proposed west haul road are both located within the Fountain Slide. At the time you undertook the excavation contract only the area within the excavation limits was involved in very active downslope movement. However, the area immediately west of the excavation area (across which the proposed west haul road was to be constructed) was within an area which had experienced a relatively recent history of extensive movement as evidenced by the topography and trees. Your representatives on the job were advised at this time by the writer that the construction of any type of access road across the area immediately west of the material to be removed would be a very risky undertaking.

The writer's opinion at this time, expressed to your representative, was that only a very narrow access road which very carefully followed the contours and using extremely limited cuts and fills would be feasible. Such a road would require continued maintenance and would be constantly plagued by slides of relatively limited size. In addition, the writer expressed the opinion that the construction of a haul road with the necessary widths, grades and curvatures to accommodate large, modern high-speed excavation equipment was not likely of any reasonable expectation of success. Cuts and fills required for such a haul road would be of such a size that major slides, both upslope and downslope, of the haul road could be reasonably anticipated.

Following the writer's site reconnaissance the construction of a West Haul Road was attempted with very negative results. When the magnitude of the slope stability problems connected with such a haul road became obviously apparent, the construction attempt by you was abandoned and access to the east constructed.

We trust that the foregoing information is adequate to meet your present needs. However, if additional information is required we will be pleased to confer with you at your convenience.

Very truly yours,

SHANNON & WILSON, INC.

by Walt L. Wright
Walter L. Wright, P.E.

WLW:gg

RECEIVED
JUN 6 - 1972
FOR FILING

1859

**OREGON STATE
HIGHWAY DIVISION**

HIGHWAY BUILDING • • • SALEM, OREGON • • • 97310

7319

July 27, 1971

Mullen Corporation
909 Northern Life Tower
Seattle, Washington 98101

ATTENTION: Mr. Roy S. Brown

Gentlemen:

You met with our Claims Review Board on June 25 to present a claim for additional compensation on the Fountain Slide Contract No. 7319.

The Board has now thoroughly considered this matter. This is to advise you that their finding is to reject the claim in its entirety.

Very truly yours,

John A. Bond, Secretary
Claims Review Board

JAB:fw

cc: Tom Edwards
L. W. Rulien
W. J. Scofield

NOTED
TOM EDWARDS

RECEIVED
JUL 27 1971
OFFICE OF
STATE HIGHWAY ENGINEER

Form E-123

RECEIVED
JUN 28 1971
FOR FILING

B/up
6/25

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • • • SALEM, OREGON • • • 97310

I-80N-3(12)44

7319

June 16, 1971

Mullen Corporation
909 Northern Life Tower
Seattle, Washington 98101

RE: Fountain Slide Correction
Columbia River Highway
Contract No. 7319

ATTENTION: Mr. R. S. Brown

Gentlemen:

This will confirm the time of 1:30 P.M. Friday, June 25, 1971 for your meeting with the Claims Review Board to review your claim on the subject project.

Copies of the material which you transmitted under dates of June 4 and June 7 are being provided to the Board along with copies of Sheet 4 of the contract plans and Pages 17, 18 and 19 of the contract special provisions.

The meeting will be in the Staff Conference Room, Room 109, on the first floor of the State Highway Building here in Salem on the Capitol Mall.

Very truly yours,

John A. Bond

John A. Bond, Secretary
Claims Review Board

JAB:fw
cc: Tom Edwards
F. B. Klaboe
A. E. Johnson
V. E. Skoog
L. I. Lindas
C. G. Swenson
L. W. Rulien
W. J. Scofield

RECEIVED
JUN 17 1971
OFFICE OF
STATE HIGHWAY ENGINEER

Form 2-123

RECEIVED
APR 30 1971
FOR FILING

I-80N-2(48)48
7319

April 30, 1971

The Travelers Indemnity Company
Fidelity & Surety Department
700 Main Street
Hartford, Connecticut 06103

Gentlemen:

On April 22, 1971, we wrote to you concerning release of final payment on Contract No. 7319 awarded to S. S. Mullen Construction, a Division of Mullen Corporation, for work on the Fountain Slide Section of the Columbia River Highway in Hood River County.

Final payment on this contract is $6,667.94 and the total contract amount is $1,646,480.66, including $15,026.73 for work performed under force account.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

dr

cc S. S. Mullen Construction,
a Division of Mullen Corporation
P. O. Box 3086
Seattle, Washington 98124

bc Frank Morgan
Ivan Merchant
J. F. Putnam
V. E. Skoog
Attn: John Herr

APR 23 1971

4597

FILED
APR 23 1971
CLAY MYERS
SECRETARY OF STATE

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Apr 23 11 17 AM '71
CLAY MYERS
SECRETARY OF STATE

OREGON STATE
HIGHWAY DIVISION
HIGHWAY BUILDING • SALEM, OREGON • 97310

I-8(N-2(48)48
[illegible]

April 22, 1971

NOTED ON CARD
4-26-71 kl

Annala & Lockwood
Attorneys at Law
Hall Building
Hood River, Oregon 97031

Gentlemen:

The Construction Office has forwarded to us a copy of your letter of April 14, 1971, addressed to Willard J. Scofield, Resident Engineer, with attached Notice of Claim concerning State Highway Contract No. 7319.

The claim states that S. S. Mullen Construction owes B & D Paving Company for asphalt paving materials in the amount of $6,750.57.

This appears to be in connection with the S. S. Mullen Construction Contract No. 7319 for grading and paving on the Fountain Slide Section of the Columbia River Highway in Hood River County.

The Travelers Indemnity Company furnished the Performance Bond on this contract. We will advice them of the receipt of the B & D Paving Company Claim, and we will also forward it to the Secretary of State for filing.

Please advise this office when this claim has been paid.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

cc The Travelers Indemnity Company
S. S. Mullen Construction
Hon. Clay Myers - Please acknowledge receipt of attached claim on the enclosed copy of this letter.

NOTED
C. W. HEAD

RECEIVED
APR 26 1971
OREGON
STATE HIGHWAY COMMISSION

ANNALA & LOCKWOOD
ATTORNEYS AT LAW
HALL BUILDING
HOOD RIVER, OREGON 97031

WAYNE C. ANNALA
GARY E. LOCKWOOD

P. O. Box 325
TELEPHONE 386-1811

April 14, 1971

Routing
Morgen
Decker
Bond
Walker
Boehme
Johnsen

RECEIVED
APR 15 1971
CONSTRUCTION
DIVISION

Pease
Swan
Glenn
Litchfield
Gallagher
Stein

Mr. Willard J. Scofield
Resident Engineer
Oregon State Highway Dept.
Post Office Box 02157
Portland, Oregon 97202

Re: Project I-80-2(48)48
Fountain Slide Section
Prime Contractor - S.S. Mullens Construction
Subcontractor - B & D Paving Co.
State of Oregon Contract No. 7319
Location - Approximately 3 Miles East of Cascade Locks, on I-80,
All in Hood River County, Oregon.

Dear Mr. Scofield:

We have been advised by Mr. Francis Gatchell of B & D Paving Co., Hood River, Oregon, that my letter of February 2, 1971, copy enclosed, did not reach your office.

A review of the file indicates that the total contract sum and the total due should be corrected to the following:

Total Contract, With Changes	$100,147.35
Payments Received to Date	92,319.06
Sub Total	7,828.29
Deduction for Moisture	1,077.72
BALANCE DUE	$ 6,750.57

Please consider this letter as a demand for payment on behalf of B & D Paving Co., from any funds that you are holding, which are or will be payable to S. S. Mullens Construction.

Also enclosed is a Notice of Claim, filed herewith pursuant to the provisions of Oregon law.

If any further information or documentation is required by the State of Oregon to perfect the claim of B & D Paving Co. and the lien, please advise us.

Thank you for your cooperation and assistance.

Very truly yours,

Gary E. Lockwood

GARY E. LOCKWOOD

GEL:aln
Enclosures

cc: Mr. Don Huber
S. S. Mullens Construction Co.
Post Office Box 3886
Seattle, Washington 98124

cc: Mr. Vince Gallagher
Construction Payment Engineer
Oregon State Highway Dept.
Salem, Oregon 97310

cc: Travelers Indemnity Insurance Co.
Bond Division
707 S.W. Washington Street
Portland, Oregon

cc: B & D Paving Co.
Post Office Box 515
Hood River, Oregon 97031

RECEIVED
APR 21 1971
OREGON
STATE HIGHWAY COMMISSION

ANNALA & LOCKWOOD
ATTORNEYS AT LAW
HALL BUILDING
HOOD RIVER, OREGON 97031

WAYNE G. ANNALA
GARY E. LOCKWOOD

P. O. BOX 326
TELEPHONE 386-1811

February 2, 1971

State of Oregon
Department of Highway
Salem, Oregon 97310

Attention: Highway Construction Division

Re: Project I-80-2(48)48
Fountain Slide Section
Prime Contractor - S.S. Mullen
Construction
Subcontractor - B & D Paving Co.

Gentlemen:

We represent B & D Paving Co., of Hood River, Oregon. B & D Paving Co. is a subcontractor of S. S. Mullen Construction, of Seattle, Washington, on the Fountain Slide Section, Project No. I-80-2 (48) 48, subcontract No. 280-SC-496.

The contracts are as follows:

Original contract, dated Aug. 10, 1970	$ 87,315.00	
Change order 1, dated Nov. 11, 1970	9,000.00	PA4
Change order 2, dated Nov. 11, 1970	4,160.00	
Change order 3, dated Dec. 18, 1970	1,051.98	EWO3
Total	$ 101,526.98	
Payments: December 17, 1970	- 89,436.89	
Balance Owing	$ 12,090.09	

Materials were delivered in October, November, and December as follows:

October	$ 7,274.21
November	2,965.32
December	1,850.56
Total	$ 12,090.09

It is our intention that this letter serve as a claim and a notice of lien upon the sums that are due the prime contractor on the Fountain Slide Project.

If anything more is required to perfect a claim and/or a lien on the funds held by the State of Oregon but which are now due or will hereafter be due S. S. Mullen Construction, please advise us immediately.

Very truly yours,

GARY E. LOCKWOOD

GEL:aln
cc: S.S. Mullen Construction
P.O. Box 3886
Seattle, Washington 98124

cc: B & D Paving Co.
P.O. Box 515
Hood River, Oregon 97031

NOTICE OF CLAIM

TO: STATE OF OREGON
HIGHWAY DEPARTMENT
SALEM, OREGON 97310

ATTENTION: HIGHWAY CONSTRUCTION DIVISION

NOTICE IS HEREBY GIVEN that B & D PAVING CO., an Oregon corporation, with offices in Hood River County, Oregon, does hereby claim the sum of $6,750.57 for asphalt paving materials furnished to S. S. MULLENS CONSTRUCTION, the prime contractor, for use on the following project:

State of Oregon Contract No. 7319
Fountain Slide Section
Project I-80 2(48) 48
Located Approximately 3 Miles East of the City of Cascade Locks, Oregon, on I-80, Hood River County, Oregon.
Prime Contractor - S. S. Mullens Construction
Subcontractor - B & D Paving Co.

Said asphalt paving materials were furnished by claimant herein to S. S. MULLENS CONSTRUCTION between the dates of August 1, 1970 and December 31, 1970.

The computation of the balance due claimant is as follows:

Total Contract, With Changes	$100,147.35
Payments Received to Date	92,319.06
Sub Total	7,828.29
Deduction for Moisture	1,077.72
BALANCE DUE	$ 6,750.57

Claimant herein claims a lien on all sums due S. S. MULLENS CONSTRUCTION on the above described contract to the sum of $6,750.57, and upon the said S. S. MULLENS CONSTRUCTION bond filed with the State of Oregon, until said sum is paid in full.

The sum of $6,750.57 is due, owing, and unpaid.

B & D PAVING CO.

By Ernest E. Berg
Ernest E. Berg, President

RECEIVED
APR 21 '71
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON)
) ss.
County of Hood River)

On this day, personally appeared before me, ERNEST E. BERG, President of B & D PAVING CO., an Oregon corporation, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal, this 15th day of April, 1971.

Notary Public for Oregon
My Commission Expires: 11/24/72

RECEIVED
APR 21 1971
OREGON
STATE HIGHWAY COMMISSION

1859

RECEIVED
APR 28 1971
FOR FILING

OREGON STATE
HIGHWAY DIVISION

I-80N-2(42)48
1219

Routing
Morgan
Decker
1 - B Bond
Walker
Boehme
Johnson
E
Gallagher

RECEIVED
APR 23 1971
CONSTRUCTION
DIVISION

April 21, 1971

Annalo and Lockwood, Attorneys
Hall Building
Hood River, Oregon 97031

Attention: Mr. Gary E. Lockwood

RE: Fountain Slide Section
B. & D. Paving Company Claim

Gentlemen:

This will acknowledge receipt of your cover letter and attached claim dated April 14, 1971. The claim places a lien in behalf of B & D Paving Company on any unpaid funds due the prime contractor, S. S. Mullen Construction Company, on their contract for the Fountain Slide section.

I note that a copy of your letter was submitted to the Salem headquarters of the Highway Division, so I assume they are aware of the claim. It is on this level that appropriate action is taken.

Yours truly,

W J Scofield
W. J. Scofield
Resident Engineer

WJS:fb
cc L. W. Rulien

4/30/71
Copy to Floyd Query
per John Bond
Fr

Send copy this letter
and attachment to
F. D. Hogan

☐ ☐ ☐ ☐
DE ADE ADE OE
APR 30 1971
☐ ☐ ☐
TE UE DES

ANNALA & LOCKWOOD
ATTORNEYS AT LAW
HALL BUILDING
HOOD RIVER, OREGON 97031

WAYNE C. ANNALA
GARY E. LOCKWOOD

P. O. Box 325
Telephone 386-1611

April 14, 1971

☐ DE ☐ ADE ☐ ADE ☐ OE
APR 16 1971
☐ TE ☐ UE ☐ DES

Mr. Willard J. Scofield
Resident Engineer
Oregon State Highway Dept.
Post Office Box 02157
Portland, Oregon 97202

Re: Project I-80-2(48)48
Fountain Slide Section
Prime Contractor - S.S. Mullens Construction
Subcontractor - B & D Paving Co.
State of Oregon Contract No. 7319
Location - Approximately 3 Miles East of Cascade Locks, on I-80, All in Hood River County, Oregon.

Dear Mr. Scofield:

We have been advised by Mr. Francis Gatchell of B & D Paving Co., Hood River, Oregon, that my letter of February 2, 1971, copy enclosed, did not reach your office.

A review of the file indicates that the total contract sum and the total due should be corrected to the following:

Total Contract, With Changes	$100,147.35
Payments Received to Date	92,319.06
Sub Total	7,828.29
Deduction for Moisture	1,077.72
BALANCE DUE	$ 6,750.57

Please consider this letter as a demand for payment on behalf of B & D Paving Co., from any funds that you are holding, which are or will be payable to S. S. Mullens Construction.

Also enclosed is a Notice of Claim, filed herewith pursuant to the provisions of Oregon law.

If any further information or documentation is required by the State of Oregon to perfect the claim of B & D Paving Co. and the lien, please advise us.

Thank you for your cooperation and assistance.

Very truly yours,

Gary E. Lockwood
GARY E. LOCKWOOD

GEL:aln
Enclosures

cc: Mr. Don Huber
S. S. Mullens Construction Co.
Post Office Box 3886
Seattle, Washington 98124

cc: Mr. Vince Gallagher
Construction Payment Engineer
Oregon State Highway Dept.
Salem, Oregon 97310

cc: Travelers Indemnity Insurance Co.
Bond Division
707 S.W. Washington Street
Portland, Oregon

cc: B & D Paving Co.
Post Office Box 515
Hood River, Oregon 97031

Received 2/16/71

ANNALA & LOCKWOOD
ATTORNEYS AT LAW
HALL BUILDING
HOOD RIVER, OREGON 97031

WAYNE D. ANNALA
GARY E. LOCKWOOD

P. O. BOX 325
TELEPHONE 386-1811

February 2, 1971

State of Oregon
Department of Highway
Salem, Oregon 97310

Attention: Highway Construction Division

Re: Project I-80-2(48)48
Fountain Slide Section
Prime Contractor - S.S. Mullen Construction
Subcontractor - B & D Paving Co.

Gentlemen:

We represent B & D Paving Co., of Hood River, Oregon. B & D Paving Co. is a subcontractor of S. S. Mullen Construction, of Seattle, Washington, on the Fountain Slide Section, Project No. I-80-2 (48) 48, subcontract No. 280-SC-496.

The contracts are as follows:

Original contract, dated Aug. 10, 1970	$ 87,315.00
Change order 1, dated Nov. 11, 1970	9,000.00
Change order 2, dated Nov. 11, 1970	4,160.00
Change order 3, dated Dec. 18, 1970	1,051.98
Total	$ 101,526.98
Payments:	
December 17, 1970	- 89,436.89
Balance Owing	$ 12,090.09

Materials were delivered in October, November, and December as follows:

October	$ 7,274.21
November	2,965.32
December	1,850.56
Total	$ 12,090.09

It is our intention that this letter serve as a claim and a notice of lien upon the sums that are due the prime contractor on the Fountain Slide Project.

If anything more is required to perfect a claim and/or a lien on the funds held by the State of Oregon but which are now due or will hereafter be due S. S. Mullen Construction, please advise us immediately.

Very truly yours,

GARY E. LOCKWOOD

GEL:aln
cc: S.S. Mullen Construction
P.O. Box 3886
Seattle, Washington 98124

cc: B & D Paving Co.
P.O. Box 515
Hood River, Oregon 97031

STATE OF OREGON)
) ss.
County of Hood River)

On this day, personally appeared before me, ERNEST E. BERG, President of B & D PAVING CO., an Oregon corporation, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal, this 15th day of April, 1971.

Ada L. Meifeldt
Notary Public for Oregon
My Commission Expires: 11/24/72

NOTICE OF CLAIM

TO: STATE OF OREGON
HIGHWAY DEPARTMENT
SALEM, OREGON 97310

ATTENTION: HIGHWAY CONSTRUCTION DIVISION

NOTICE IS HEREBY GIVEN that B & D PAVING CO., an Oregon corporation, with offices in Hood River County, Oregon, does hereby claim the sum of $6,750.57 for asphalt paving materials furnished to S. S. MULLENS CONSTRUCTION, the prime contractor, for use on the following project:

State of Oregon Contract No. 7319
Fountain Slide Section
Project I-80 2(48) 48
Located Approximately 3 Miles East of the City of Cascade Locks, Oregon, on I-80, Hood River County, Oregon.
Prime Contractor - S. S. Mullens Construction
Subcontractor - B & D Paving Co.

Said asphalt paving materials were furnished by claimant herein to S. S. MULLENS CONSTRUCTION between the dates of August 1, 1970 and December 31, 1970.

The computation of the balance due claimant is as follows:

Total Contract, With Changes	$100,147.35
Payments Received to Date	92,319.06
Sub Total	7,828.29
Deduction for Moisture	1,077.72
BALANCE DUE	$ 6,750.57

Claimant herein claims a lien on all sums due S. S. MULLENS CONSTRUCTION on the above described contract to the sum of $6,750.57, and upon the said S. S. MULLENS CONSTRUCTION bond filed with the State of Oregon, until said sum is paid in full.

The sum of $6,750.57 is due, owing, and unpaid.

B & D PAVING CO.

By Ernest E. Berg
Ernest E. Berg, President

RECEIVED
APR 28 1971
FOR FILES

I-80N-2(48)48
7319

April 21, 1971

Oregon State Highway Commission

Gentlemen:

Work was completed December 18, 1970 on Contract No. 7319. The contract was with S. S. Mullen, Inc. and was for grading and paving on the Fountain Slide Section of the Columbia River Highway in Hood River County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective April 21, 1971 and that you concur in this procedure at the Commission meeting on May 4, 1971.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

R. L. Porter
State Highway Engineer

cc: Floyd Query
Tom Edwards
A. E. Johnson
Victor D. Wolfe
F. D. Morgan
I. D. Merchant
V. E. Skoog
L. H. Young
L. W. Rulien

VG:fw

APR 14 1971

FOR FILING

I-80N-2(42)48

7319

April 14, 1971

S. S. Mullen Construction
  a Division of Mullen Corporation
P. O. Box 3886
Seattle, Washington 98124

Gentlemen:

Attached is a copy of a letter received from Seattle-First National Bank concerning sending payments on Contract No. 7319 to the Seattle-First National Bank.

We will be glad to do this if so instructed by your company. As we have mentioned in previous correspondence, payments to contractors are considered as trust funds and in handling them we are very careful for the rights of the contractor and the surety on the contract.

If you will send us a short note requesting that future payments on Contract 7319 be mailed to the Seattle-First National Bank, we will be glad to do so.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkm
Att.

cc Seattle-First National Bank
P. O. Box 3586
Seattle, Washington 98124

SEATTLE-FIRST NATIONAL BANK

April 9, 1971

Mr. Floyd Query
Secretary
Oregon State Highway Commission
Highway Building
Salem, Oregon 97310

Gentlemen:

Please ammend Paragraph 3 to read "any and all payments of above contract or arising out of such contract should be made to Mullen Corporation and mailed to Seattle-First National Bank, Seaboard Branch, 408 Pike Street, Seattle, Washington 98101."

A true copy of that instrument is attached hereto for your reference.

Very truly yours,

SEATTLE-FIRST NATIONAL BANK

By Brian J. Ducey
Brian J. Ducey
Vice President
Seaboard Branch

RECEIPT is hereby acknowledged of the above Notice and a copy of the above mentioned instrument of assignment. These were received at ____________ (a.m., p.m.) on ______________________, 1971.

____
(Signature)

RECEIVED
APR 12 1971
OREGON
STATE HIGHWAY COMMISSION

____

____

____
(Name and title of addressee of Notice)

ASSIGNMENT OF CONTRACT

The undersigned, MULLEN CORPORATION (hereinafter called "assignor"), with its principal place of business at Seattle, Washington for valuable consideration to it paid by Seattle-First National Bank, Seaboard Branch (hereinafter called "Bank"), receipt whereof is hereby acknowledged, does hereby transfer, set over and assign unto said Bank, its successors and assigns, any and all amounts now due or owing by the Oregon State Highway Department to the assignor, all earned estimates, retentions and claims or demands which are now due and owing by the Oregon State Highway Department to the assignor, or which may hereafter be or become due or owing, or remain unpaid at any time or times by the Oregon State Highway Department to the assignor under or pursuant to the terms of that certain contract (and any and all amendments and supplements thereto) entered into by and between the undersigned assignor and the OREGON STATE HIGHWAY DEPARTMENT, described as follows:

Contract No. 7319 [Mullen Job No. 280].

Dated: December 1, 1969

The undersigned assignor does hereby designate and appoint said Bank, its successors and assigns, its true and lawful attorney or attorneys, with power irrevocable, for it and in its name, place and stead to ask, demand, receive, receipt and give acquittance for any and all amounts, earned estimates, retentions and claims or demands which may be or become due or payable by the Oregon State Highway Department under said Contract or any amendments or supplements thereto, and in its discretion to file any claim or to take any other action or proceeding, either in its own name, or in the name of the undersigned, or otherwise, which to said Bank or any successor or assignee thereof may seem necessary or desirable in order to collect or enforce the payment of any and all amounts which may become due or owing on account of said Contract, or any amendments or supplements thereto.

The assignor does hereby represent and warrant unto said Bank that the assignor has not heretofor and will not hereafter alienate nor assign said Contract or any right or interest therein or thereto.

The acceptance of this assignment by said Bank shall not obligate it to perform any duty, covenant or condition required to be performed by assignor under and by the virtue of said Contract or any amendments or supplements thereto.

This assignment is made and entered into to secure and provide for the payment of any and all obligations now due or owing or which may hereafter be or become due or owing by the undersigned assignor to the Bank.

DATED this 4th day of March, 1971.

MULLEN CORPORATION

By S S Mullen Jr.
S. S. Mullen, Jr. President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 4th day of March, 1971, before me personally appeared S. S. MULLEN, JR., to me known to be the President of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the
State of Washington, residing
at Seattle in said County.

RECEIVED
APR 7 - 1971
FOR FILING

I-PDN-2(48)-18
7319

April 7, 1971

Seattle-First National Bank
P. O. Box 3586
Seattle, Washington 98124

Attention: Brian J. Ducey
Vice President
Seaboard Branch

Gentlemen:

This morning we received three copies of a letter stating that all estimates or retentions on Contract 7319 have been assigned by the contractor to Seattle-First National Bank, Seaboard Branch. The letter also states that a copy of the assignment was enclosed but we did not find it in the envelope.

As you probably know, payments by the State to contractors are considered as trust funds. Each contract is covered by a performance labor and materials bond in which the surety assures the State of completion of the contract and the payment of all bills for materials and labor incurred in the contract. Therefore, in approving assignment of funds, we do require that the written consent of the surety be provided.

Attached are several copies of an assignment form which we use. Please have the contractor sign the form and return one copy to us with the written consent of the surety which on this contract is The Travelers Indemnity Company, 700 Main Street, Hartford, Connecticut.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fmm
Att.

cc S. S. Mullen Construction
The Travelers Indemnity Co.
L. W. Rulien

FORM 2-30 (REV. 10-65)

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97202
April 6, 1971

SUBJECT: Contract No. 7319
S.S. Mullen, Contractor

To: Mr. Floyd Query
Secretary
State Highway Building
Salem

Enclosed herewith is a notice of assignment of payments due on the subject contract, in favor of the Seaboard Branch, Seattle-First National Bank.

A statement is made in the notice that there is attached a copy of the instrument of assignment. There is no such copy unless the statements contained within the body of the notice is considered to be the instrument.

Will you please take the appropriate action to satisfactorily dispose of this matter.

L.W. Rulien
Regional Engineer

by C.T. Flink

C.T. Flink
Regional Office Engineer

CTF:sdf

CC: F.D. Morgan
W.J. Scofield
Roy Pyle
V.E. Skoog

SP*52475-734

SEATTLE-FIRST NATIONAL BANK

Oregon State Highway Department
Division 1, P. O. Box 02157
Portland, Oregon 97202

Re: Oregon State Highway Department Contract No. 7319

Gentlemen:

PLEASE TAKE NOTICE THAT any and all amounts now due and owing, all earned estimates, retentions and claims or demands which are now due and owing or which may hereafter be or become due and owing by the Oregon State Highway Department to Mullen Construction Company under the terms of or arising from Contract No. 7319 between the Oregon State Highway Department and Mullen Corporation dated December, 1969, have been assigned to Seattle-First National Bank, Seaboard Branch.

A true copy of that instrument is attached hereto for your reference.

Any and all payments of above amounts due or to become due under such Contract or arising out of such Contract should be made to Seattle-First National Bank, Seaboard Branch, 408 Pike Street, Seattle, Washington 98101.

Please return to the undersigned the two enclosed copies of this Notice with the appropriate notations showing the date and hour of receipt and duly signed by the person acknowledging the receipt on behalf of the addressee.

Very truly yours,

SEATTLE-FIRST NATIONAL BANK

By Brian J. Ducey (ga)
Brian J. Ducey
Vice President
Seaboard Branch

RECEIPT is hereby acknowledged of the above Notice and a copy of the above mentioned instrument of assignment. These were received at ________ (a.m., p.m.) on ____________________, 1971.

____
(Signature)

____

____
(Name and title of addressee of Notice)

RECEIVED
APR 2[illegible] 1971

FOR FILING

I-80N-2(48)48
7319

April 1, 1971

S. S. Mullen Construction
a division of Mullen Corporation
P. O. Box 3886
Seattle, Washington 98124

Gentlemen:

The State Highway Commission at its meeting on March 30, 1971, considered your request for a 74-day extension on Contract No. 7319 for work on the Fountain Slide Section of the Columbia River Highway in Hood River County.

Careful consideration was given to the reasons you submitted. However, in light of the available facts and the provisions of the contract, the Commission granted you a 19-day extension, without assessment of liquidated damages.

If there are pertinent facts which have not yet been considered, you should contact the Resident Engineer, the Regional Engineer, or the Construction Engineer in the Salem Office.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn:dr
bc F. D. Morgan
V. E. Skoog
L. W. Mullen
Willard Scofield
Federal Highway Administration

March 12, 1971

Mr. R. E. Simpson, Division Engineer
Federal Highway Administration
Post Office Box 300
Salem, Oregon 97308

Dear Sir:

Re: Fountain Slide Section
Project No. I-80N-2(40)48
Request for Time Extension

S. S. Mullen Construction has requested a 74-day time extension which would delete all liquidated damages on the subject project. The contractor amended an original request so that it is now based on interruption from rain, wet material conditions, failure of the west haul road and subsequent restriction of production to the one haul road to the east, and extra work.

The State has never acknowledged responsibility for any problems which developed early in the contract with respect to the west haul route to the waste area which was offered under the contract. We therefore believe the only valid reasons for time extension are the added work by Price Agreement or Extra Work Orders. Those having a delaying effect are as follows:

Price Agreement No. 2. Roadway realignment (cut slope excavation). This work was performed September 25, 26, and 28 and diverted some grading equipment away from the slide removal area. 3 days.

Extra Work Order No. 3. Exploration for cracks and backfilling on roadway, October 1. 1 day.

Extra Work Order No. 4. This was for miscellaneous drainage additions, the most significant being a manhole and 36-inch culvert extension where material was permitted to be wasted within the highway right-of-way adjacent to the contractor's waste area to the east. Intermittently between September 29 and November 12. 4 days.

Roadway restoration bid item overruns:

2,900 tons A.C.	5 days
300 feet Median Rail	2 days
1,300 cubic yards Stone Base	3 days
Roadway Excavation	1 days
	11 days

This work was all done late in the project and on liquidated damages time.

Extensions recommended above amount to 19 days. We seek your concurrence accordingly.

The project was completed December 18, 1970, with 74 days liquidated damages accrued at the rate of $200 per day for a total of $14,800 (no time was charged after December 1, 1970, since by definition this began the winter dormant no-count period).

Very truly yours,

R. L. Porter
State Highway Engineer

By

ms

A. E. Johnson
Assistant State Highway Engineer

cc R. L. Porter
Tom Edwards
F. D. Morgan
L. W. Rulien

JAB:fw ms

RECEIVED
APR 5 - 1971

FOR FILING

I-80N-2[illegible]

7310

Form FHWA-121 (12-67)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

DATE: March 30, 1971

In reply refer to: 08-35-DA

FROM : for R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-2(48)48
Fountain Slide Section, Columbia River Highway
State Force Order No. 9
Total Estimated Amount of the Order - $22,000
Federal Participation - $19,800

NOTED
A. E. JOHNSON

Reference is made to your letter dated March 26 concerning subject order.

The use of State forces is approved as being in the public interest under provisions of PPM 21-6.2 for the following reasons:

1. The contract on the subject project has been terminated. The work contemplated under this order is connected with future drainage work as covered at PS&E Stage. The project has been held active for future drainage work.

2. The State has the necessary special boring equipment and trained personnel to perform the work most economically.

3. The work needs to be performed in order to remove excessive subsurface drainage and prevent extensive slide action in connection with PE exploratory work to determine final drainage needs. The uncertainty as to the extent of the work and conditions to be encountered would tend to result in excessively high bid prices if the work was undertaken under a separate contract. It, therefore, is impractical to contract the work.

Orig to Morgan
4-2-71

Equipment rental rates will be according to a schedule that has been previously approved by this office for use on force account work.

Reimbursement is to be made on an actual cost basis. A signed copy of the order is returned.

RECEIVED
APR [illegible] 1971
[illegible]ICE OF
[illegible] ENGINEER

Enclosure
State Force Order No. 9

Johnson

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form A-168 (Rev. 6-70)

G-1P

OREGON STATE HIGHWAY DIVISION

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Contract No. 7319

Order No. 29

Section Fountain Slide ~~Area~~

Date March 15, 1971

Highway Columbia River ~~(I-80-N)~~

F.A.P. No. I-80N-2(48)48

County Hood River

Prefix 614-1077

Account No. 234-09 ~~15~~

Description of Work To Be Done:

Purchase and install approximately 5,000 lineal feet of C.M.P. culvert and/or plastic culvert sleeving to intercept water from above slide to prevent its entry into the slide area.

APPROVED EFFECTIVE DATE 3-19-71
Contingent upon modification of project agreement if additional funds are required
BY
TITLE Dist. Engineer
DATE 3-30-71
FEDERAL HIGHWAY ADMINISTRATION

Location by Station Numbers:

Right of Station 386+00

Estimate of Quantities and Costs:

Labor	$ 7,000
Material	12,000
Equipment	3,000
TOTAL	$22,000

Explanation:

Intercept samll creek at base of cliff where it goes underground and pipe the flow of water over the Slide area.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After final approval, two copies will be sent to the Regional Engineer and one copy to the Resident Engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$	1,926,256.25
Present estimate of project cost, including $22,000 for work under this order	$	
Expected under-run over-run (amount)	$	
Expected under-run over-run (per cent)		

Submitted by: District ~~Resident~~ Engineer

Approval Recommended: ~~Fore~~ Construction Engineer ~~or Bridge Engineer~~

Approval Recommended: Regional Engineer

Approved: Hogan Construction Engineer

RECEIVED
MAR 24 1971
FOR FILING

I-80N-2(48)48
7319

March 24, 1971

Oregon State Highway Commission

Request for Extension of Time
No. 7
March 30, 1971 meeting

Gentlemen:

S. S. Mullen Construction has requested a 74-day extension of the contract time on the Fountain Slide Section of the Columbia River Highway, Contract No. 7319, in Hood River County. The contractor's request is based on four general reasons--interference from rainy weather early in the project, wet material conditions at about the same time, alleged failure of a westerly haul road, and work added by extra orders.

We believe only the work added by two Extra Work Orders and a Price Agreement and overruns of some bid item quantities which covered restoration of the existing highway roadway justify extension of time. These additions all occurred relatively late in the contract time and all but one are related to the restoration of the alignment and grade line of the freeway route. Additional quantities of roadway excavation, asphaltic concrete paving, stone base, median rail, and additional drainage facilities collectively justify an extension of 19 days.

The project was completed December 18, 1970, with 74 days liquidated damages accrued at the rate of $200 per day. A 19-day extension is recommended and we have the concurrence of the Federal Highway Administration. This leaves a total of $11,000 in liquidated damages to be assessed.

This matter will be on the agenda for your consideration at the March 30 meeting.

Very truly yours,

R. L. Porter
State Highway Engineer

cc: Floyd Query
Tom Edwards
A. E. Johnson
V. D. Wolfe
F. D. Morgan
V. E. Skoog
L. H. Young
L. W. Rulien

JAB:fw sr

FORM E-30 (REV. 10-69)

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 10, 1971

SUBJECT: Fountain Slide Section
Contract No. 7319
Request for Time Extension

To:

Mr. A. E. Johnson
Assistant State Highway Engineer
BUILDING

S. S. Mullen Construction has requested a 74-day time extension which would delete all liquidated damages on this project. The contractor amended an original request so that it is now based on interruption from rain, wet material conditions (neither of which are believed to be valid under the contract), failure to develop a west haul road and resulting restriction of production to the one haul road to the east, and extra work.

The State has never acknowledged responsibility for any problems which developed early in the contract with respect to the west haul route toward the waste area which was offered under the contract. We therefore believe the only valid reasons for time extensions are the added work by Price Agreement or Extra Work Orders. We would concur with the time effect derived by the Resident Engineer on these items which was as follows:

Price Agreement No. 2, Roadway Realignment, 3 days. This work was performed September 25, 26 and 28 and diverted some grading equipment away from the slide removal area.

Extra Work Order No. 3, Exploration for cracks and backfilling on roadway, 1 day, October 1.

Extra Work Order No. 4. This was for miscellaneous drainage additions, the most significant being a manhole and 36-inch culvert extension where material was permitted to be wasted within the highway right of way adjacent to the contractor's waste area to the east, 4 days, intermittently between September 29 and November 12.

Roadway restoration overruns:

2,900 tons A.C.	5 days
300 Feet Median Rail	2 days
1,300 C.Y. Stone Base	3 days
Roadway excavation	1 day

RECEIVED
MAR 11 1971
OFFICE OF
STATE HIGHWAY ENGINEER

SP*52478-734

This work was all done late in the project and on liquidated damage time.

Extensions recommended above amount to a total of ~~20~~ 19 days. The project was completed December 18, 1970 with 74 days liquidated damages accrued at the rate of $200 per day for $14,800 (no time was charged after December 1, 1970 since by definition this began the winter dormant no count period). We note that overall the project underran slightly. The main item was the General Excavation which underran 3.3 percent.

This was a Federal-aid Interstate project. Rough Draft letters to the Federal Highway Administration and the Highway Commission are attached.

F. D. Morgan
Construction Engineer

By

John A. Bond
Construction Administration Engineer

JAB:fw
Attach.
cc V. L. Gallagher

S.S.MULLEN CONSTRUCTION

January 13, 1971

Oregon State Highway Department
P.O. Box 02157
Portland, Oregon 97202

Attention: Mr. Willard J. Scofield

Reference: "Contractor's Request for Increase in Number of Work Days" Dated October 27, 1970

Gentlemen:

The purpose of this letter is to respectfully request that the contract time for Fountain Slide Section be extended Seventy Four (74) days with assessment of liquidated damages.

At this date, it is evident that our original request (as referenced above) for a Sixty (60) day extension is not sufficient to cover the time S. S. Mullen Construction is being penalized for liquidated damages. The breakdown of One Hundred and Thirty Six (136) days in which work was prevented, as noted in the above reference is more then adequate to cover the additional fourteen (14) days requested.

As all work has been completed on the contract, your timely consideration of this matter is requested and the refund of all previously charged liquidated damages will be appreciated.

Very truly yours,

S. S. MULLEN CONSTRUCTION

MJNelson

Martin J. Nelson
Operations Department

MJN:km
Enclosure

BOX 3886 ♦ SEATTLE, WASH. 98124 ♦ 220 SOUTH RIVER STREET ♦ (206) 763-2121
A DIVISION OF **MULLEN CORPORATION**

E—330 (Rev.)—5M—3-60

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date 10/27, 1970

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 200 days to 260 days, within which to complete our Contract No. 7319, without the assessment of liquidated damages. The said contract is described as follows: Fountain Slide Section

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: See Attached and our letter of September 11, 1970.

Respectfully submitted,

S. S. MULLEN CONSTRUCTION
Contractor

By Robert Barry

CONSENT OF SURETY

Date 10/27, 1970

We, THE TRAVELERS INDEMNITY COMPANY

, as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

R L Richmond
Attorney-in-fact

(SEAL)

R. L. Richmond, Attorney-in-Fact
XXXXXXXX

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request for Increase in Number of Workdays to Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 7319 Contractor S. S. Mullen Construction

Highway Columbia River

Section Fountain Slide

Kind of Work Grade - Pave

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or **GRANTED**. The reasons for such recommendation are as follows:

Recommend 20 days extension for Price agreement 2, Extra Work Order Nos. 3 and 4 and roadway bid item overruns.

Recommended for Approval:

Division Engineer

Construction Engineer or Bridge Engineer

for

Assistant State Highway Engineer

Contract No. 7319

Project designation I-80N-2(48)48
State-Federal

Date awarded 12-1-69

Work started 1-6-70

Per cent completed 100 12-18-70
Date

No. of Workdays Allowed 200

No. of Workdays Used 274

No. of Added Workdays Requested 74

State Printing [illegible]

S.S.MULLEN CONSTRUCTION

October 27, 1970

1. Dated on which no production accomplished due to rain.

March 2
3
4
5
6
7
11
12
13
14
23
28
29

April 1
4
5
7
9
18
19
20
21
22
23
24
25
26
29

May 6
7
8
9
10
11
12
28
29

37 days extension requested due to rain days.

2. Dates on which no production accomplished due to wet slide and fill conditions.

March 8
9
10
15
18
19
21
22
24
25
26

April 8
10
11
12
27
28
30

May 1
2
3
13
14
15

24 days extension requested due to unsuitable material conditions.

Items 1 and 2 created an unworkable situation which was beyond the control of the contractor.

BOX 3886 ♦ SEATTLE, WASH. 98124 ♦ 220 SOUTH RIVER STREET ♦ (206) 763-2121
A DIVISION OF MULLEN CORPORATION

S.S.MULLEN CONSTRUCTION

October 27, 1970

3. Dates on which production reduced to 50% due to failure of West Haul road and subsequent restriction od production units to one haul road.

May 20, 1970 to September 18, 1970 = 121 days

121 days multiplied by 50% = 60 day extension requested due to failure of West Haul road.

4. Dates on which Extra Work accomplished.

Extra Work Order #2.	Sept.	26	Extra Work Order #4.	Sept.	29
		29			30
	Oct.	3			
		6			
		8			
		9			
		12			
		14			
		16			
		19			
		26			

Extra Work on Slope Excavation on Highway	Sept.	25
		28

BOX 3886 ♦ SEATTLE, WASH. 98124 ♦ 220 SOUTH RIVER STREET ♦ (206) 763-2121
A DIVISION OF MULLEN CORPORATION

S.S.MULLEN CONSTRUCTION

September 11, 1970

Oregon State Highway Department
P. O. Box 02157
Portland, Oregon 97202

Attn: Willard Scofield

Subject: Extension of Time
Fountain Slide Removal

References: (1) My letter of April 24, 1970

(2) Your letter of May 11, 1970

Dear Sirs:

The purpose of this letter is to respectfully request that the contract time for Fountain Slide Section be extended 60 Calendar days, without assessment of liquidated damages.

Reference is made to your letter of May 11, 1970 concerning our time extension request based on the abnormal rainfall earlier this year. Since that time the following additional weather data has been acquired as well as other factors occuring which support our request:

1. S. S. MULLEN CONSTRUCTION realized that the contract time of 200 days was too tight and moved in equipment and personnel 60 days before the calendar day count began, has run two shifts (with overtime) since March 2, 1970. It is our opinion that we have, at all times, had the necessary amount of equipment and labor on this project.

2. Abnormally high rainfall in January (137% above 15 year average), March (27% above 15 year average), May (18% above 15 year average), June (104% above 15 year average), created slide material which was unsuitable for haul road construction as well as hampering production. These conditions are even more evident when job history shows that we could only work 3 days in March, 9 days in April, and 16 days in May.

3. It is our opinion that 200 days is insufficient to do the necessary work. Due to the unknown condition of the soils to be excavated, extreme high moisture content, and excessive amounts of boulders in the slide area and also along the planned haul roads made it difficult to construct a usable road. We feel we have put forth maximum effort at all times.

BOX 3886 ♦ SEATTLE, WASH. 98124 ♦ 220 SOUTH RIVER STREET ♦ (206) 763-2121
A DIVISION OF MULLEN CORPORATION

S.S.MULLEN CONSTRUCTION

September 11, 1970

4. On May 20, 1970 the construction of the West Haul Road was permanently stopped due to the failure of the natural ground, this required us to change our excavation plan which greatly reduced our flexibility in being able to selectively excavate drier materials. The failure also required us to utilize only one of the planned haul roads. Being restricted to one haul road created conditions in which more equipment could not have been moved in and operated in a safe and efficient manner.

In summary, we believe we have shown sufficient cause for extension of contract time with no assessment of liquidated damages. We look forward to your approval, and for any assistance which we may provide you.

Very truly yours,

S. S. MULLEN CONSTRUCTION

Robert Barnes

Robert Barnes, Project Manager

RB/ww

BOX 3886 • SEATTLE, WASH. 98124 • 220 SOUTH RIVER STREET • (206) 763-2121
A DIVISION OF MULLEN CORPORATION

The Travelers Indemnity Company

Hartford, Connecticut

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, does hereby make, constitute and appoint

——— R. L. Richmond of Seattle, Washington ———

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

——— Any and all bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof ———

and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect:

ARTICLE IV, SECTION 13. The Chairman of the Board, the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Senior Vice President, any Vice President, any Second Vice President, any Secretary or any Department Secretary may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the Company to execute and deliver, and affix the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him.

ARTICLE IV, SECTION 15. Any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when signed by the Chairman of the Board, the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Senior Vice President, any Vice President or any Second Vice President and duly attested and sealed, if a seal is required, by any Secretary or any Department Secretary or any Assistant Secretary or when signed by the Chairman of the Board, the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Senior Vice President, any Vice President or any Second Vice President and countersigned and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority granted by his or their power or powers of attorney.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 30th day of November, 1959:

VOTED: That the signature of any officer authorized by the By-Laws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE TRAVELERS INDEMNITY COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 27th day of October 1969.

THE TRAVELERS INDEMNITY COMPANY

By Wm A. Shrake

Secretary, Fidelity and Surety

State of Connecticut, County of Hartford—ss:

On this 27th day of October in the year 1969 before me personally came Wm. A. Shrake to me known, who, being by me duly sworn, did depose and say: that he resides in the State of Connecticut; that he is Secretary (Fidelity and Surety) of THE TRAVELERS INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of his office under the by-laws of said corporation, and that he signed his name thereto by like authority.

does hereby make, constitute and appoint

——— R. L. Richmond of Seattle, Washington ———

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

——— Any and all bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof ———

and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect:

> ARTICLE IV, SECTION 13. The Chairman of the Board, the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Senior Vice President, any Vice President, any Second Vice President, any Secretary or any Department Secretary may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the Company to execute and deliver, and affix the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him.
>
> ARTICLE IV, SECTION 15. Any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when signed by the Chairman of the Board, the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Senior Vice President, any Vice President or any Second Vice President and duly attested and sealed, if a seal is required, by any Secretary or any Department Secretary or any Assistant Secretary or when signed by the Chairman of the Board, the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Senior Vice President, any Vice President or any Second Vice President and countersigned and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority granted by his or their power or powers of attorney.

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IN WITNESS WHEREOF, THE TRAVELERS INDEMNITY COMPANY has caused these presents to be signed by its proper officer and its corporate real to be hereunto affixed this 27th day of October 1969.

THE TRAVELERS INDEMNITY COMPANY

By Wm A. Shrake

Secretary, Fidelity and Surety

State of Connecticut, County of Hartford—ss:

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MARGARET D. TUTTLE

Margaret D. Tuttle

Notary Public

My commission expires April 1, 1974

(Over)

	Calendar day	[illegible] day	Sunday
March	31	6	2
April	30	7	2
May	30	13	–
	91	26	4

CERTIFICATION

I, E. A. Houser III, Assistant Secretary (Fidelity and Surety) of THE TRAVELERS INDEMNITY COMPANY certify that the foregoing power of attorney, the above quoted Sections 13. and 15. of Article IV of the By-Laws and the Resolution of the Board of Directors of November 30, 1959 have not been abridged or revoked and are now in full force and effect.

Signed and Sealed at Hartford, Connecticut, this 27th day of October 1970

Assistant Secretary, Fidelity and Surety

RECEIVED
MAR 23 1971
FOR FILING

I-80N-2(48)48
7319

(12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

DATE: March 17, 1971

In reply refer to: 08-35-EC

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

Klaboe
cc Johnson
Young
3-19-71

SUBJECT: Oregon Project I-80N-2(48)48
Fountain Slide Section
Damage to UP Railroad Facilities

Reference is made to Mr. Litchfield's March 9 letter on the above subject. We acknowledge the establishment of February 10 as an eligibility date for Federal participation in costs incurred by the UP Railroad in connection with the repairs of their facilities in the vicinity of the Fountain Slide area subject to the determination that these costs are indeed eligible for Federal participation. This determination has not been made as yet.

There appears to remain some doubt that the damages experienced by the Railroad are actually due to the highway construction. For this reason we cannot issue a formal authorization to proceed at this time.

NOTED
A. E. JOHNSON

cys to Morgan
and Bateman
3-22-71

NOTED
TOM EDWARDS

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

Box 300
Salem OR 97308

DATE: March 16, 1971

In reply refer to: 08-35-DA

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer for Walach
Salem, Oregon

SUBJECT: Oregon Project I-80N-2(48)48
Fountain Slide Section
Columbia River Highway
Slide Correction

Johnson

Mr. Johnson, by letter of March 12, has requested concurrence in a 19-day contract time extension on the subject project. This extension has been discussed by the Area Engineer and your Liaison Engineer.

I concur with the recommended 19-day extension as requested.

NOTED
A. L. [illegible]

copy to Morgan
3-18-71

NOTED
TOM EDWARDS

RECEIVED
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAR 11 1971
UTILITY UNIT
FOR FILE

NOTED
A. E. JOHNSON

I-80N-2(48)48
1319

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310 Phone 378-6511

TOM McCALL
GOVERNOR

March 9, 1971

Mr. R. E. Simpson
Division Engineer
Federal Highway Administration
477 Cottage N.E.
Salem, Oregon 97301

Re: Damage to Railroad Facilities
Fountain Slide Section
Columbia River Highway
Hood River County
Project No. I-80N-2(48)48

Dear Sir:

Attached you will find one each of the following correspondence:

R. D. Hardin's telegram to F. D. Morgan dated February 10, 1971

F. D. Morgan's letter to R. B. Hardin dated February 11, 1971

R. B. Hardin's letter to R. L. Porter dated March 1, 1971

J. L. Sollis' letter to T. W. Litchfield dated March 5, 1971

F. D. Morgan's letter to R. B. Hardin dated March 8, 1971

This correspondence deals with damage to Union Pacific Railroad Company facilities at their M.P. 48.00 which is adjacent to the above captioned project.

The purpose of this letter is to establish a date for Federal participation in the work performed by the railroad company throughout this area. I discussed this matter with your Mr. C. T. Christianson on March 8, 1971 and we agreed to the establishment of February 10, 1971 as the date work by the railroad is authorized through this area subject to further review as to its eligibility for reimbursement.

We solicit your formal authorization to proceed with this work as of February 10, 1971.

Very truly yours,

F. D. Morgan
Construction Engineer
ORIGINAL SIGNED BY
By T. W. LITCHFIELD
T. W. Litchfield
Railroad and Utility Engineer

RECEIVED
MAR 10 1971
OFFICE OF
STATE HIGHWAY ENGINEER

cc: A. E. Johnson
L. H. Young
J. L. Sollis

RECEIVED
MAR 10 1971
FOR FILING

I-80N-2(48)48
7319

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

March 8, 1971

Mr. R. B. Hardin, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

NOTED
[illegible]

Dear Sir:

Reply is made to your letter of March 1, 1971 regarding recent slides adjacent to your track at Railroad M.P. 48.00 in the vicinity of Fountain Slide Area, Columbia River Highway.

The State does recognize the validity of the agreement dated June 10, 1963 and the supplemental agreement executed in 1969. The supplemental agreement Section 8 incorporated all the terms and provisions of the 1963 agreement. This provision would then require the State Highway Division to be responsible to the Railroad for any damage to railroad properties because of slides or earth movements that were a result of the Fountain Slide project. This period of responsibility would be for two (2) years and would run from December 18, 1970.

Damage to the railroad properties must be connected with the Fountain Slide project. If this new damage is connected with the Fountain Slide project, then it would come within the two-year period and the Highway Division would be responsible.

Very truly yours,

R. L. Porter
State Highway Engineer

By F D Morgan
F. D. Morgan
Construction Engineer

RECEIVED
MAR 3 1971
OFFICE OF
STATE HIGHWAY ENGINEER

FDM:fw
cc: A. E. Johnson
J. F. Putnam
J. S. Sawyer
T. W. Litchfield
Jack Sollis

RECEIVED
APR 12 1971
FOR FILING

UNION PACIFIC RAILROAD COMPANY
TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

R. B. HARDIN
SUPERINTENDENT
OREGON DIVISION

[illegible] NO. LARRABEE AVE.
PORTLAND, OREGON 97227

I-80N [illegible]
[illegible]

MARCH 1, 1971

File Ref. D 315 - 2 - 8

NOTED
A. E. JOHNSON

Routing
Morgan
Docker
Bond
Walker
Posse
Swan
Litchfield

RECEIVED
MAR 2 1971
CONSTRUCTION
DIVISION

Mr. R. L. Porter,
State Highway Engineer
Oregon State Highway Division
Highway Building
Salem, Oregon 97310

Atten: Mr. F. D. Morgan,
Construction Engineer

Dear Sir:

Please refer to your letter of February 11, 1971, in reply to my telegram of February 10, concerning recent slides, adjacent to our track at Railroad MP 48.00, in the vicinity of the Fountain Slide Area, Columbia River Highway.

Your letter mentions that the State does not assume any responsibility for these slides on Railroad property. The agreement dated JUNE 10, 1963, between the Railroads and the State of Oregon anticipates possible slides and earth movement resulting from the highway construction in this area. The State accepted responsibility for such movement and agreed to reimburse the Railroad for all extraordinary costs, resulting from such movement, for a period of two (2) years following completion of the highway construction. This two-year period would have expired on January 22, 1970.

Continuing movement of the Fountain Slide Area, however, resulted in the State awarding a contract on December 1, 1969, to S. S. Mullen, Inc. for unloading the area above the highway in the vicinity of the Fountain Slide. Horizontal and vertical movements of the highway and the railroad have shown considerable increase since this slide material has been removed. It appears that removal of this material has greatly increased the flow of subsurface drainage, which in our opinion has triggered the recent slides, cracking of highway and ground above the track, and the increased heaving and settling of our track between Railroad MPs 47.50 and 48.50. Our rock slide fence at MP 47.75 has moved toward the track, creating an impaired clearance which will necessitate shifting

3/2/71
Copy to Litchfield
AE Johnson
[illegible]

the track approximately 22 inches northerly. Continued settlement and heaving of the track in this area also requires that the entire track between MPs 47.60 and 48.30 be resurfaced. This will require raising track a maximum of 1.5 feet between MPs 47.60 and 48.20, at an estimated cost of $15,850. In addition it will be necessary to lower the track a maximum of 9 inches between MPs 48.20 and 48.30, at an estimated cost of $8,650. It has also been necessary to extend our rock slide fence from MP 47.78 one-quarter mile east to MP 48.03 to protect against future slides which are anticipated. Cost of this work is estimated at $5,000.

In our opinion, these problems are a direct result of the State's attempted Fountain Slide correction, and the State is liable for all damage to our facilities and will be expected to reimburse the Railroad for the total cost of cure. Section 8 of the supplemental agreement dated December 1, 1969, provides that the terms of the 1963 agreement will apply except as modified and supplemented, on account of the State's Fountain Slide correction. Accordingly we would expect the State to assume liability for damage to the Railroad resulting from slides or other disturbances for a two-year period, identical to that provided in the 1963 agreement, which period would commence on December 18, 1970, coinciding with the completion date of S. S. Mullen's contract No. 7319 covering removal of the Fountain Slide material.

Will you please reconsider this matter, particularly as to the State's obligation to reimburse the Railroad for all remedial measures required.

Yours very truly,

R B Hardin

R. B. Hardin,
Superintendent

RECEIVED
MAR 2 1971
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 12 1971
FOR FILING

I-80N 2(48)48
7317

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 26, 1971

SUBJECT: Fountain Landslide
I-80N-2(48)48
Hood River County

To:

Mr. L. H. Young
Program & Planning Engineer
BUILDING

ATTENTION: Mr. R. N. Chase

NOTED
A. E. JOHNSON

You requested a report with estimated costs for further work on the Fountain Landslide correction for your use in Federal-aid programming. The plan we outline below was concurred in substantially by David Gedney, Federal Highway Administration Chief Soils Engineer, Ray Schwegler, Region 8 Materials Engineer, and Cliff Christianson, Area Engineer, after their February 19, 1971 review of the slide with the Highway Division. We propose to continue the slide correction as a stage project. The next stages are:

A. Set piezometers, slope indicators, and core drill boring by State forces.

B. Set 15 each of 8-inch to 12-inch diameter dry wells or pumped wells to establish the pattern for future wells.

C. Control drainage from the bluffs south of the landslide.

D. Install added dry wells or pumped wells as determined by A and B above.

E. Unload and install drainage in the westerly part of the slide which is causing the humping at Station 386 - 387.

F. Regrade the distorted pavement.

G. Continue unloading in the event that the drainage plan does not achieve stability.

Our description of the work and a cost estimate of each stage is:

E. The deformation of the pavement at Station 386 is causing the most concern for the roadway. Alleviation of this distress can be done by a combination unloading - drainage trench through the center of this part of the slide mass uphill. We therefore propose that 600,000 cubic yards of material be removed fro m the slide area above the hump at Station 386. This work would be tentatively scheduled for a removal contract by no later than this July.

Unloading, including Clearing and Finishing	$1,000,000

F. The roadway grade at the hump has raised about 4 feet and moved horizontally several feet. We recommend raising the grade over the hump with several feet of surfacing and tapering to grade on either side of the slide area.

Embankment in Place	25,000 C.Y. @ $1.25	$ 31,250
6" Crushed Base Rock	3,500 C.Y. @ $5.00	17,500
8" Plant mix Bituminous Base	9,600 tons @ $12.00	115,400
4" Asphaltic Concrete	4,800 Tons @ $12.25	58,800
Median Barrier	3,000 Lin. Ft. @$6.50	19,500
Guardrail	3,000 Lin. Ft. @$4.50	13,500
		$256,000
Temporary Protection of Traffic		40,000
Flagging		4,000
		$300,000

G. Leave the project open for additional unloading and pavement repair in the event that the drainage work and the proposed unloading is not adequate for stability.

COST SUMMARY:

A. State force test boring	$ 104,000
B. Large diameter dry well test boring	34,000
C. Drainage correction uphill from slide	14,000
D. Added Wells	90,000
E. Unloading the slide above the hump	1,000,000
F. Repairing the pavement	300,000
	$1,542,000
20% Engineering & Contingencies	308,000
Total	$1,850,000

A. The State will proceed with the test drilling necessary to furnish the dry well system as permitted under the Federal Highway Administration October 22, 1969 authorization. About 4 slope meters will be installed to follow the slide movement. A core drill test boring will be placed near each of the 15 dry well locations. The core drill boring will serve to identify material, locate the sliding surface, and act as one of the piezometers near each dry well. About 7 additional peizometric observation wells will be placed at each dry well site (two in each direction at each well). Costs for this preliminary engineering study are:

Slope Meters	4 @ $2,000 each	$ 8,000
Core Drill Tests	15 @ $1,500 each	22,500
Observation Wells	105 @ $ 700 each	73,500
		$104,000

B. As each dry well test site is prepared with the 8 observation wells, a large diameter boring will be placed in the center of each site. This boring will penetrate through the slip seam. If the material penetrated below the slip seam is permeable, the boring will be lined with perforated casing down to the slip seam and special filter drain sand will be placed in the boring below the slip seam. If the boring does not penetrate permeable material below the slip seam, it will be pumped.

Wells	15 @ $1,600 each	$ 24,000
Pumping	100 Well Days @ $100	10,000
		$ 34,000

C. Several streams from the bluffs uphill from the landslide drain completely into the talus. These streams flow from 2 to 4 cfs. after moderate rainfall. A collection basin with half-circle pipe will be designed to divert this water from the slide area.

Collection Drains	2 @ $2,000 each	$ 4,000
Half-circle Pipe	1,000' @ $10/Lin.Ft.	10,000
		$ 14,000

D. The dry well spacing determined by the testing could add 30 large diameter dry wells. The piezometer wells could each be deepened where a permeable strata underlaid the slip. A permanent pumping system would be installed where the wells bottom in clay.

Dry Wells	30 @ $1,600	$ 48,000
Electric Pumps	15 @ $2,500 (inc. discharge line)	37,500
Provide Electricity	Lump Sum	4,500
		$ 90,000

We request approval from the Federal Highway Administration now to negotiate a contract to place the 15 large diameter test dry wells. Otherwise, we will rent operated drills for that work. The State does not have this large drill equipment.

We request approval to leave the job open for consideration of future unloading.

F. D. Morgan
Construction Engineer

By Edgar L Johnsen

Edgar L. Johnsen
Special Studies & Chief Cost Engineer

ELJ:fw

cc: A. E. Johnson
L. W. Rulien
J. F. Putnam
W. J. Scofield
Dan Gano

RECEIVED
FEB 26 1971
OFFICE OF
STATE HIGHWAY ENGINEER

RE[illegible]
FEB 28 1971
FOR FILING

I-80N-2(41)48
7319

February 23, 1971

Mr. William B. Frederick
Route 1, Box 16
Hood River, Oregon 97031

Dear Mr. Frederick:

Thank you for your recent note written on a copy of a letter which you received from S. S. Mullen Construction stating "Account paid in full February 17, 1971."

This appears to be in connection with your claim in the amount of $92.75 for equipment rental against S. S. Mullen Construction on Contract No. 7319 for the Fountain Slide Section of the Columbia River Highway in Hood River County.

This information is being recorded in our file and we will advise the surety and the principal contractor of the receipt of your note.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc The Travelers Indemnity Company
S. S. Mullen Construction

Commission

NOTED ON CARD
2-23-71
fw

S. S. MULLEN CONSTRUCTION
SEATTLE, WASHINGTON

February 16, 1971
280-H-4

Oregon State Highway Division
Highway Building
Salem, Oregon

Re: Contract No. 7319 - Fountain Slide Section
Columbia River Highway

Attention: Mr. Floyd Query

C O P Y

Dear Sir:

Attached please find a copy of our check No. 1577 payable to Wm. B. Frederick in the amount of $92.75.

This check is in full payment of the amount Mr. Frederick has claimed for equipment rent on the above referenced project.

Very truly yours,

S. S. MULLEN CONSTRUCTION

D. W. Mobley
Accounting Manager

cc: Wm. B. Frederick ✓

DWM:hfk

Account paid in full. Feb. 17-1971

William B. Frederick

RECEIVED
FEB 19 1971
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

BOX 3886, SEATTLE, WASH. 98124 • 220 SOUTH RIVER STREET • (206) 763-2121

7497 SG

S.S.MULLEN CONSTRUCTION

February 16, 1971
280-H-4

Oregon State Highway Division
Highway Building
Salem, Oregon

Re: Contract No. 7319 - Fountain Slide Section
Columbia River Highway

Attention: Mr. Floyd Query

Dear Sir:

Attached please find a copy of our check No. 1577 payable to Wm. B. Frederick in the amount of $92.75.

This check is in full payment of the amount Mr. Frederick has claimed for equipment rent on the above referenced project.

Very truly yours,

S. S. MULLEN CONSTRUCTION

DWMobley

D. W. Mobley
Accounting Manager

cc: Wm. B. Frederick

DWM:hfk

RECEIVED
FEB 17 1971
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

BOX 3886 • SEATTLE, WASH. 98124 • 220 SOUTH RIVER STREET • (206) 763-2121

A DIVISION OF **MULLEN CORPORATION**

NOTED
C. W. HEAD

S.S.MULLEN CONSTRUCTION
A DIVISION OF MULLEN CORPORATION
SEATTLE, WASHINGTON

AN EQUAL OPPORTUNITY EMPLOYER

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW

INVOICE NUMBER	AMOUNT	CR	DISCOUNT	CR	NET AMOUNT	CR	INVOICE NUMBER	AMOUNT	CR	DISCOUNT	CR	NET AMOUNT	CR
Truck Time					92.75								

TOTAL AMOUNT	CR	TOTAL DISCOUNT	CR	CHECK AMOUNT	CR	CHECK NUMBER	DATE

RECEIVED
FEB 17 1971
OREGON
STATE HIGHWAY COMMISSION

S.S.MULLEN CONSTRUCTION
A DIVISION OF MULLEN CORPORATION
P.O. BOX 3886 • SEATTLE, WASHINGTON 98124

AN EQUAL OPPORTUNITY EMPLOYER

SEABOARD BRANCH
SEATTLE-FIRST NATIONAL BANK
SEATTLE, WASHINGTON

19-25
1250

CHECK NUMBER 1577

DATE
2 12 71

REGISTERED
RD-23928 92 dol's 75 cts

NET AMOUNT
92.75

PAY TO THE ORDER OF
FREDERICK, WILLIAM B.
Route 1, Box 16
Hood River, Oregon 97031

S. S. MULLEN CONSTRUCTION

BY D W Mobley

⑈00001577⑈ ⑆1250⑉0025⑆ 3230 315⑈

I-80N-2(48)48 -
7319

FORM E-1 (REV. 10-60)

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Fountain Slide

WEEK ENDING: February 20, 1971

SECTION PREFIX: 614 - 1077

HIGHWAY: Columbia River

COUNTY: Hood River

NAME OF JOB: Fountain Slide

KIND OF WORK: Grading and Paving

CONTRACTOR: S. S. Mullen, Inc..

CONTRACT NUMBER: 7319

FEDERAL AID PROJECT NUMBER: I-80N-2(48)48

DATE OF CONTRACT: December 1, 1969

DATE WORK STARTED: January 6, 1970

~~[illegible]~~ COMPLETION DATE: December 18, 1970

AVERAGE FORCE ON PROJECT FOR THE WEEK:

MEN: -   SUPERVISION: -

SPECIFIED WORK DAYS: -

SPECIFIED CALENDAR DAYS: 200

WORK DAYS USED: -

CALENDAR DAYS USED: 274

SPECIFIED COMPLETION DATE:

PERCENT OF TIME ELAPSED: 137

PROJECT AUTHORIZATION: $1,926,236.25

EXCLUSIVE OF ENGINEERING: $1,789,259.45

ENGINEERING AUTHORIZATION: $136,976

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $1,687,297.87

ENGINEERING COST TO DATE: $99,800

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100

DATE PROJECT WAS COMPLETED: December 18, 1970

ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN 6.3%

PERCENT OF AUTHORIZATION 72.9%

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	~~[illegible]~~ Slide Unload	Seed Mulch	Fence
100	100	100	100		100	100	100

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	0.04	0.23			0.13
MILES PARTIALLY COMPLETED					
MILES COMPLETED	0.04	0.23			0.13
TOTAL ESTIMATED QUANTITIES (CONTRACT)	200	370	1,715,000	40 Acres	8,100
TOTAL QUANTITIES CORRECTED TO DATE	3,800	1,650	1,657,000	33	8,424
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	3,800	1,650	1,657,000	33	8,424
AVERAGE DAILY QUANTITIES	0	0	0	0	0
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	0	0	0	0	0
NUMBER OF SHIFTS PER DAY	0	0	0	0	0
HOURS PER SHIFT	0	0	0	0	0

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	S			
MONDAY	H			
TUESDAY	O			
WEDNESDAY	W			
THURSDAY	E			
FRIDAY	R			
SATURDAY	S			

Routing
Morgan
Pease
Swan

RECEIVED
FEB 22 1971
CONSTRUCTION
DIVISION

BEN GIFFORD

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

The survey party ran in the "Tell Tale" line this week and checked roadbed, vertical and horizontal movement. The "hump" section has moved horizontally a total of 2.7 ft. at Sta. 386+50 - this is an increase of 1.7 ft. over one month ago. Vertical movement is now 3.8 ft. or 2.2 ft. more than a month ago. The south movement around Sta. 395 which showed prior to re-construction is now recurring - latest check shows 0.15 to the south. This is hard to believe but is never the less a fact. (in my opinion)

SIGNED ______ LOCATION Portland

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP°F216

RECEIVED
FEB 22 1971
FORM 5-30
FOR FILING

I-80N-[illegible]
7319

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
February 17, 1971

SUBJECT: Tree Cutting Complaint
Fountain Slide Area

To: MEMO TO THE FILES

NOTED
A. E. JOHNSON

We received a telephone complaint from Mr. David Charlton of the Oregon Roadside Council on our cutting fir trees on the riverside of I-80N just easterly of the Fountain Slide.

I checked with Mr. Dan Gano, Geologist and Mr. R. S. Haskins, District Engineer at The Dalles, as to the cause behind this clearing. It appears that the ground that these trees were standing on was involved in slide activities. Some of the trees had fallen on the railroad track, posing a problem to the railroad.

I advised Mr. Charlton of the reason behind the removal of these trees and he seemed to be satisfied. I assured him that we would not remove any more trees than absolutely necessary.

L. W. Rulien
Regional Engineer

by

D.H.Haller, Jr.
Regional
Maintenance Engineer

DHH/bd
cc: A. E. Johnson
R. N. Bothman
R. S. Haskins
J. F. Putnam

RECEIVED
FEB 17 1971
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 16 '71
FOR FILING

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

J-8AN-2(48)48
7319

NOTED
A. E. JOHNSON

February 11, 1971

Mr. R. B. Hardin, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

Dear Mr. Hardin:

This is to acknowledge receipt of your telegram of February 10, 1971 which calls attention to some earth movement adjacent to your track at Union Pacific M.P. 48.0 in the vicinity of the Fountain Slide Area, Columbia River Highway.

The State will remove the trees from the area lying within State right of way betweenthe highway centerline and the railroad. State does not assume any responsibility for earth movement on Railroad property.

Very truly yours,

R. L. Porter
State Highway Engineer

By

F D Morgan
F. D. Morgan
Construction Engineer

FDM:fw
cc: A. E. Johnson
J. F. Putnam
J. S. Sawyer
T. W. Litchfield

RECEIVED
FEB 1 [illegible]
OFFICE OF
STATE [illegible]

RECEIVED
FEB 16 1971
FORM E-90-X (12-67)
FOR FILE

I-80N-2(14)48
7219

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

NOTED
A. E. JOHNSON

Salem, Oregon
February 11, 1971

SUBJECT: Fountain Slide
Columbia River Highway

To:
MEMO TO FILE

The Highway Division received a telegram from the Union Pacific Railroad. The railroad indicates that trees from our right of way have fallen on their tracks as the result of Fountain Slide movement.

The railroad further claims that they must keep a 24-hour a day watchman at this site, and that they will hold us responsible for any extra ordinary costs resulting from this slide.

I have been instructed by A. E. Johnson to have Region 4 do any necessary logging or other work to keep material from our right of way intruding on the railroad trackage. We are to confine our operations entirely to the highway right of way.

Our maintenance section is also to keep a daily log of the railroad activities below this slide. This log would include men, equipment and etc.

This would be a daily check to help us analyze any charges the Railroad Company may try to collect from the Highway Division.

I apprised Mr. Putnam of these instructions at 3:20 p.m. on this date.

This latest disturbance is in a thru-cut area just easterly of the east project limits of the recent slide correction project.

ORIGINAL SIGNED BY C. M. WILLIAMS

Carl M. Williams
Maintenance Operations Engineer

CMW:mp

cc: A. E. Johnson
J. F. Putnam

cy to Morgan
2-12-71

RECEIVED
1
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 1? 1971
FOR FILING

I-80N-2(44) 2/18
7319

Telegram

628P PST FEB 10 71 PRA107
PR LLA061 PDC PORTLAND ORG 10 559P PST
F D MORGAN CONSTRUCTION ENGINEER
OREGON STATE HIGHWAY DEPT HIGHWAY BLDG SALEM ORG 97310

NOTED
A. E. JOHNSON

AS A RESULT OF CONTINUING EARTH MOVEMENT IN THE FOUNTAIN SLIDE AREA, COLUMBIA HIGHWAY, HOOD RIVER COUNTY OUR COMPANY HAS EXPERIENCED TWO SLIDED ABOVE OUR RACK AND BELOW THE HIGHWAY AT RAILROAD MP 48.0, THE LATEST SLIDE OCCURING EARLY THIS A.M. WHICH RESULTED IN TREES BEING UPROOTED AND DEPOSITED ON OUR MAIN LINE TRACK. CONTINUING HEAVY RAINS IN THE AREA WILL REQUIRE PLACEMENT OF A RAILROAD FLAGMAN 24 HOURS PER DAY COMMENCIN THIS DATE. IN OUR OPINION THESE SLIDED ARE A DIRECT RESULT OF YOUR HIGHWAY CONSTCTUION AND THE STATE WILL BE BILLED FOR ALL COSTS INCURRED BY OUR COMPANY UNTIL THIS SLIDE AREA HAS BEEN STABALIZED. IT ALSO REQUESTED THAT YOU INSTRUCT STATE MAINTENANCE FORCES TO REMOVE ANY TREES FROM ABOVE OUR TRACK IN THIS UNSTABLE AREA.

9:55 AM
2-11-71

SF-1201 (R5-59)

Telegram

PLEASE ACKNOWLEDGE
R B HARDIN SUPT, UNION PACIFIC RAILROAD CO.

NOTED
TOM EDWARDS

Routing		
Morgan FDM	RECEIVED	Pease
Decker	FEB 11 1971	Swan
Bond	CONSTRUCTION DIVISION	Glenn
Walker		Litchfield
Buchmn		Gallagher
Johnson		Stein

SF-1201 (R5-59)

FEB 12 1971

FOR FILE

I-80N-2(48)48
7219

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 10, 1971

SUBJECT:
Span Wire Mounted Signs
Fountain Slide

To: Mr. Tom Edwards
Deputy State Highway Engineer

BUILDING

Span wire mounted "SLOW" and "BUMP" signs have been installed at the Fountain Slide.

Robert N. Bothman
Maintenance Engineer

By WmAnhorn

William Anhorn
Maintenance Office Engineer

WA:ds

attachment

NOTED
TOM EDWARDS

RECEIVED
FEB 11 1971
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 8 - 1971

FOR FILE

I-80N-2(48)48

7319

February 4, 1971

William B. Frederick Construction
Route 1, Box 16
Hood River, Oregon 97031

Gentlemen:

Thank you for your recent letter informing us that you have received a check from S. S. Mullen Construction, a division of Mullen Corporation, for material in the amount of $102.92.

This appears to be in connection with the S. S. Mullen Construction Contract No. 7319 for work on the Fountain Slide section of the Columbia River Highway in Hood River County.

Our records indicate that your claim was filed with the Secretary of State on January 21, 1971, which claim was in the amount of $102.92, plus equipment rental.

This information is being noted in our records, and we will advise the surety and prime contractor of the receipt of your letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH:dz

cc The Travelers Indemnity Company
Fidelity & Surety Department
700 Main Street
Hartford, Connecticut 06103

S. S. Mullen Construction
P. O. Box 3886
Seattle, Washington 98124

bc Commission

NOTED ON CARD
dw 2-4-71

William B. Frederick Const.
Rt.1, Box 16
Hood River Oregon 97031

Oregon State Highway Commision
Floyd Query Secretary,

Dear Sir;

In regard to your letter of Jan. 20,1971, in relation to my claim against The S.S. Mullen Co. for material , and epuipment furnished on the Fountain slide job. I received a check today for the material in the amount of $1o2.92. But nothing for the truck and pickup time on the job.

I did not bill the Co. for a dollar amount on the equipment, because I did not know the rate the State allowed for these vehichles. Your representative kept the time on my vehicles,and I assumed he would put in the allowable amount for same. In my last invoice To The Mullin Co., I included the time for the vehicles, but not any dollar amount, because as I said I was unaware of what the allowable rate as authorized by The Highway Dept. was. As I understood it, the work was done under a force account to the Highway Dept., and your representative made an agreement with me, as to the amount of time that would be allowed for each vehicle, each day it was on the job. He did not inform me what the rate was however. He requested the time on the vehicles each day so I assumed he was turning it in to the S.S.Mullen Co.

Yours truly,

William B. Frederick
William B. Frederick

Cc

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

RECEIVED
FEB 2 - 1971
OREGON
STATE HIGHWAY COMMISSION

S.S.MULLEN CONSTRUCTION

February 1, 1971

Oregon State Highway Division
Highway Building
Salem, Oregon 97310

Re: Contract No. 7319 - Fountain Slide Section
Columbia River Highway

Attention: Floyd Query

Dear Sir:

Attached please find a copy of our check #16877, payable to Wm. B. Frederick in the amount of $102.92.

This check is in full payment of the amount Mr. Frederick has requested in his claim.

Very truly yours,

S. S. MULLEN CONSTRUCTION

DWMobley

David W. Mobley
Accounting Manager

DWM:hfk
Attachment

NOTED
FLOYD QUERY

Clc ✓

NOTED
C. W. HEAD

RECEIVED
FEB 2 - 1971
OREGON
STATE HIGHWAY COMMISSION

BOX 3886 • SEATTLE, WASH. 98124 • 220 SOUTH RIVER STREET • (206) 763-2121
A DIVISION OF **MULLEN CORPORATION**

S.S.MULLEN CONSTRUCTION
A DIVISION OF MULLEN CORPORATION
SEATTLE, WASHINGTON

AN EQUAL OPPORTUNITY EMPLOYER

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW

INVOICE NUMBER	AMOUNT	CR	DISCOUNT	CR	NET AMOUNT	CR	INVOICE NUMBER	AMOUNT	CR	DISCOUNT	CR	NET AMOUNT	CR
W.O.#4NOV.5	10292		00		10292								

TOTAL AMOUNT	CR	TOTAL DISCOUNT	CR	CHECK AMOUNT	CR	CHECK NUMBER	DATE
10292				10292		16877	012771

[illegible]
SEATTLE-FIRST NATIONAL BANK
SEATTLE, WASHINGTON

19-25
1250

S.S.MULLEN CONSTRUCTION
A DIVISION OF MULLEN CORPORATION
P.O. BOX 3886 • SEATTLE, WASHINGTON 98124

AN EQUAL OPPORTUNITY EMPLOYER

CHECK NUMBER 16877

DATE
012771

NET AMOUNT
***10292

PAY TO THE ORDER OF
FREDERICK, WM. B.
ROUTE 1, BOX 16
HOOD RIVER, OREGON 97031

S.S. MULLEN CONSTRUCTION

BY NOT NEGOTIABLE

RECEIVED
FEB 2 - 1971
OREGON
STATE HIGHWAY COMMISSION

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

FEB 8 1971

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

I-80N-2(48)48

1319

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

DATE: February 3, 1971

In reply refer to: 08-35.1/400.01

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Visit by Mr. David S. Gedney, Soils Specialist, Washington, D.C.

In response to your request Mr. Gedney plans to be in Region 8 during the week of February 16 through 19. February 18 and 19 are suggested as dates for visiting the Fountain and Astoria slides, reviewing the data, and discussing the problems with your representatives.

Please advise if the suggested dates are satisfactory.

Simpson:nig

NOTED
A. E. JOHNSON

2-5-71
Orig to Morgan
"Please handle"

NOTED
TOM EDWARDS

RECEIVED
FEB 4 1971
OFFICE OF
STATE HIGHWAY ENGINEER

Johnson

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

R[illegible]
FEB 3 1971

I-80N-2(48)48
7319

[illegible] ANNALA
GARY E. LOCKWOOD

ANNALA & LOCKWOOD
ATTORNEYS AT LAW
HALL BUILDING
HOOD RIVER, OREGON 97031

P. O. BOX 325
TELEPHONE 386-1811

February 2, 1971

Routing
Morgen
Decker
Bond
Walker
Boehme
Johnson

RECEIVED
FEB 3 1971
CONSTRUCTION
DIVISION

Pease
Swan
Glenn
Litchfield
Gallagher
Stein

State of Oregon
Department of Highway
Salem, Oregon 97310

Attention: Highway Construction Division

Re: Project I-80-2(48)48
Fountain Slide Section
Prime Contractor - S.S. Mullen Construction
Subcontractor - B & D Paving Co.

Gentlemen:

We represent B & D Paving Co., of Hood River, Oregon. B & D Paving Co. is a subcontractor of S. S. Mullen Construction, of Seattle, Washington, on the Fountain Slide Section, Project No. I-80-2 (48) 48, subcontract No. 280-SC-496.

The contracts are as follows:

Original contract, dated Aug. 10, 1970	$ 87,315.00
Change order 1, dated Nov. 11, 1970	9,000.00
Change order 2, dated Nov. 11, 1970	4,160.00
Change order 3, dated Dec. 18, 1970	1,051.98
Total	$ 101,526.98
Payments:	
December 17, 1970	- 89,436.89
Balance Owing	$ 12,090.09

Materials were delivered in October, November, and December as follows:

October	$ 7,274.21
November	2,965.32
December	1,850.56
Total	$ 12,090.09

It is our intention that this letter serve as a claim and a notice of lien upon the sums that are due the prime contractor on the Fountain Slide Project.

If anything more is required to perfect a claim and/or a lien on the funds held by the State of Oregon but which are now due or will hereafter be due S. S. Mullen Construction, please advise us immediately.

Very truly yours,

Gary E. Lockwood

GARY E. LOCKWOOD

GEL:aln

cc: S.S. Mullen Construction
P.O. Box 3886
Seattle, Washington 98124

cc: B & D Paving Co.
P.O. Box 515
Hood River, Oregon 97031

RECEIVED
FEB 4 - 1971 UJ
UTILITY UNIT
OR FILING

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310 Phone 378-6511

TOM McCALL
GOVERNOR

I-80N-2(48)48
7319

NOTED
A. E. JOHNSON

February 2, 1971

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. R. B. Hardin

Re: Culvert Pipe Installation
Fountain Slide Section
Union Pacific Railroad MP 48.16 and 48.5
Columbia River Highway
Hood River County
Your File No. D 315-2-6

Gentlemen:

This is in reply to your letter dated April 30, 1970 wherein you advise that Railroad forces had completed installation of culverts under the railroad at the above captioned locations.

This is to advise that State forces have now completed installation of the culverts down the slopes as indicated on Exhibits "O" and "P" which were attached to the supplemental agreement dated December 1, 1969.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Railroad and Utility Engineer

TWL:dl

cc: A. E. Johnson
J. F. Putnam
R. S. Hawkins

RECEIVED
2
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 27 1971
FOR FILING

I-80N-2(48)48
7319

January 27, 1971

Mr. R. E. Simpson, Division Engineer
Federal Highway Administration
Post Office Box 300
Salem, Oregon 97308

Dear Sir:

Re: Fountain Landslide Section
FAP No. I-80N-2(48)48
Contract No. 7319

Your landslide expert, Mr. David Godney, could help us with his advice as we consider further corrective measures for the Fountain Landslide. We would appreciate your making an appointment with him to meet with our people soon to review this slide problem.

The contract work is complete but in recent weeks the pavement has humped and cracks are showing up on the new cut slope.

If Mr. Godney can spend several days in Oregon, we would schedule his review of several other slide problems.

We hope this request meets with your approval. Please keep us advised of your arrangements.

Very truly yours,

R. L. Porter
State Highway Engineer

By

A. E. Johnson
Assistant State Highway Engineer

cc R. L. Porter
Tom Edwards
F. D. Morgan
E. L. Johnson
ELJ:fw ms

RECEIVED
JAN 26 1971
FOR FILING

4575

FILED
JAN 21 1971
CLAY MYERS
SECRETARY OF STATE

RECEIVED
JAN 21 8 44 AM '71
CLAY MYERS
SECRETARY OF STATE

STATE OF OREGON 1859

TOM McCALL
GOVERNOR

OREGON STATE
HIGHWAY DIVISION
HIGHWAY BUILDING SALEM, OREGON 97310

J-8-11-2(41)4
7319

January 20, 1971

Mr. William B. Frederick
Route 1, Box 16
Hood River, Oregon 97031

RECEIVED
JAN 22 1971
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
1-26-71

Dear Mr. Frederick:

Your letter of January 9 states that you furnished material in the amount of $102.92 plus equipment rental to S. S. Mullen Construction Company at Wyeth.

Apparently this is our Contract No. 7319 for work on the Fountain Slide Section of the Columbia River Highway in Hood River County.

The State does not make payments directly to claimants. The claim will be recorded here in this office and in the Secretary of State's office to come under the provisions of the bond furnished with the contract. The Travelers Indemnity Company furnished the performance bond on this contract. We will also advise the surety of the claim.

When your claim is paid, we would appreciate it if you would let us know.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

FQ:fkn
cc S. S. Mullen Construction

The Travelers Indemnity Company

Commissioners

Hon. Clay Myers - Please acknowledge receipt of the attached
claim on the enclosed copy of this letter.

Jan. 9, 1971
Rt.1, Box 16
Hood River Oregon 97031

Oregon State Highway Dept.
State Highway Bldg.
Salem Oregon 97310

Y6.7319

Gentlemen;
I furnished the enclosed list of material, on The Highway job at Weyeth, for The S.S. Mullen Construction Co., and to date, I have not been re-imbursed. I furnished S.S. Mullen with an invoice, at the completion of the work, and I sent them another statement on Dec. 28, 1970, to date I have received no reply. I also had truck and pickup time, for which your engineer kept track of. As we were forced to go on their payroll, and were payed on a straight time and material basis, with no percentage markups at all, I would appreciate it you could see that I am re-imbursed for the money I expended to perform this work.
Please advise.

Yours truly,
William B Frederick
William B. Frederick
Rt.1, Box 16
Hood River Oregon 97031

RECEIVED
JAN 11 1971
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

Wm. B. Frederick
Building Contractor
Route 1, Box 16 Phone: 386-1239
Hood River, Oregon

To S.S. Mullen Inc.
Weyeth Job. Catch basin
Forming Job. 280

Sheet No. 1

Date Billed Nov 5, 1970

Date		CREDITS		CHARGES	
	2- 5/8" X 4'X8' CDX ply. @ 3 88/ea			7	76
	22 - 2"X4"X8' @ 150 00 }			22	50
	5 - 2"X4"X10' @ 150 00/M }				
	200 lin 2X4 Random @ 139.40			20	10
	96' lin ft. 2X 4' forms @ 35¢ per ft.			33	60
	21 - 6" snap ties @ .15			3	15
	40 - form tie clip rental @ .05			2	00
	10 lbs. Duplex nails @ .21			2	10
	1 sk cement @ 1 95			1	95
	Sand - 2 buckets -			2	00
	2- 4X8 x 5/8 CDX ply - @ 3 88			7	76
				102	92
	Truck time - 2 - ton flat bed 1½ days.				
	3/4 ton pickup - 3 days				

All accounts are due and payable on the tenth of the month following purchase. 1 per cent interest per month charged on past due accounts.

RECEIVED
MAR 9 1971
FOR FILING

I-80N-2(48)48
7319

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 19, 1971

SUBJECT: Fountain Landslide
Contract No. 7319
Prefix 614-1077
Hood River County
FAP No. I-80N-2(48)48

To:

Mr. A. E. Johnson
Assistant State Highway Engineer
BUILDING

NOTED
A. E. JOHNSON

Parts of the Fountain Landslide have shown renewed activity since the contract work was completed. Observations of the slide movement will continue beyond the time limits of this contract. I need your concurrence with our request to:

(1) Reactivate the Authority for Survey, Prefix No. 614-1975, with sufficient funding to make our slide analysis.

(2) Transfer the job and the records from Region I to Region IV for the remainder of the work.

(3) Continue using the Region I Geology staff for the soils studies.

We received phone approval from C. T. Christianson of the Federal Highway Administration to proceed with the aerial survey, that you and I discussed last week, under the current Contract Authorization for Engineering. The Federal Highway Administration had anticipated some added engineering charges to monitor the slide after the contract work was completed.

The original project authorization for the slide correction includes stage construction of the correction. A plan to dewater the slide was the major item of the next stage. These PS&E documents are attached for your information.

F. D. Morgan
Construction Engineer

By Edgar L. Johnsen

Edgar L. Johnsen
Special Studies & Chief Cost Engineer

RECEIVED
JAN 20 1971
OFFICE OF
STATE HIGHWAY ENGINEER

ELJ:fw
Attach.
cc: Frank Hall
L. H. Young
V. E. Skoog
L. W. Rulien
J. F. Putnam

SP*52479-734

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

LETTER OF APPROVAL AND/OR AUTHORIZATION

PROJECT: I-80N-2([illegible]

SECTION: FOUNTAIN [illegible]

WORK: GRADE & PAV

COUNTY: HOOD RIVER

TO: MR. FORREST COOPER
STATE HIGHWAY ENGINEER
SALEM, OREGON

FROM: R. E. SIMPSON
DIVISION ENGINEER
SALEM, OREGON

DATE PS&E APPROVED: OCTOBER 22, 1969

DATE AUTHORIZED: OCTOBER [illegible], 1969

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW;

☒ CONSTRUCTION - ADVERTISE FOR BIDS.

○ UTILITY ADJUSTMENT.

○ RIGHT OF WAY.

○ RIGHT OF WAY INCIDENTALS AND RELOCATION PAYMENTS.

☒ OTHER (SPECIFY). AFTER AWARD CONCURRENCE YOU ARE AUTHORIZED TO PROCEED WITH CONTRACTOR'S FLAGGING IN AMOUNT OF $5,000 AND RAILROAD PROTECTIVE SERVICES IN AMOUNT OF $34,000 AS SHOWN IN YOUR ESTIMATE.

REMARKS AND LIMITS OF AUTHORITY:

PS&E DOCUMENTS FOR THE SUBJECT PROJECT HAVE BEEN REVIEWED AND ARE APPROVED.

MR. YOUNG'S OCTOBER 20, 1969 REQUEST AND CERTIFYING STATEMENTS ARE ACCEPTED.

A SIGNED COPY OF THE TITLE SHEET IS RETURNED HEREWITH.

IF DEWATERING IS CONSIDERED NECESSARY TO STABILIZE THIS SLIDE FOLLOWING COMPLETION OF THIS CONTRACT, IT WILL BE CONSIDERED FOR INTERSTATE PARTICIPATION.

OUR AUTHORIZATION IS CONDITIONED ON YOUR OBTAINING ALL NECESSARY PERMITS AND RIGHTS OF ENTRY PRIOR TO OUR CONCURRENCE IN AWARD.

ENCLOSURES:

1 COPY OF PS&E ESTIMATE DATED 9-22-69
1 COPY EACH OF PROPOSAL AND SPECIAL PROVISIONS
1 SET GRADING AND PAVING PLANS

NOTE: FORMAL PS&E REPORT COVERING THE GENERAL FEATURES OF THIS PROJECT WERE FURNISHED WITH O[illegible]
I-80N-2(9)43 .

RECEIVED
OCT 28 1969
PROGRAM & PLANNING
DIVISION

OFFICE USE
CC:
WASH. D. C.
W/ENCL.
REGION W/ENCL.
OSHD - CHASE
[illegible]
C[illegible] SECTION

DATE	SIGNATURE OF APPROVING OFFICIAL	TITLE
10-22-69	R. E. SIMPSON Original signed by Glen L. Green Engineering Coordinator	DIVISION ENGINEER

Oregon State Highway Department

Federal-Aid
Project No. I-80N-2(48)48

FOUNTAIN SLIDE CORRECTION OF THE COLUMBIA RIVER HIGHWAY IN HOOD RIVER COUNTY

Revised P.S. & E. estimate.

Salem, Oregon, October 28, 1969

Type Code 6201
Grade and Pave (Sta. 383+00 to Sta. 397+00)

Temporary Protection and Direction of Traffic	All Required		$ 7,500.00
Clearing and Grubbing	All Required		45,000.00
General Excavation, Unclassified	1,715,000 cu. yd.	1.26	2,160,900.00
Finishing Roadbed and Slopes	All Required		5,000.00
Watering	10 M-gal.	10.00	100.00
3/4" - 0 Material in Base	370 cu. yd.	12.50	4,625.00
Asphalt in Tack Coat	3 ton	100.00	300.00
Class "B" Asphalt Concrete	8,100 ton	15.00	121,500.00
Reinstall Guide Posts	14 only	8.50	119.00
Guard Rail, Type 2A	1,650 lin. ft.	3.50	5,775.00
Median Barrier	1,650 lin. ft.	6.50	10,725.00
Extra for Painting Rails	5,000 lin. ft.	0.20	1,000.00
Roadside Seeding	40 acre	150.00	6,000.00
Roadside Mulching	40 acre	150.00	6,000.00
Grass Seed Mixture	800 lb.	1.00	800.00
Inorganic Fertilizer (22-16-8)	160 cwt.	10.00	1,600.00
Type 2 Fence	260 rods	12.00	3,120.00
			$2,380,064.00
Flagging (60% of contractor's cost)	All Required		$ 3,000.00
R.R. Protective Costs	All Required		34,000.00
			$ 37,000.00
	Subtotal		$2,417,064.00
	10% Engr. & Cont.		241,706.00
	Total		$2,658,770.00

Length of project - - - 0.267 mile

Summary

Federal Funds		$2,452,000.00
State Funds		206,770.00
	Total Cost	$2,658,770.00

G - 1 -100%

Prefix 614-1077

We wish this project to be considered as Stage Construction in the event it becomes necessary to perform some method of dewatering in the slide area. If it is necessary we plan to let another contract.

FOUNTAIN SLIDE CORRECTION

Project No. I-80N-2(48)48

Railroad Protective Cost

Flagging crew for 11 months and Engineer Inspector for 5 months
Headquarters Portland

Engineer Inspector

Salary	$ 5,690
Expenses	210
Equipment Rental	1,000
Total, Engineer Inspector Cost	$ 6,900

Flagging Crew

Section Foreman,	Straight Time	$ 6,590
	Overtime	1,235
Section Laborers,	Straight Time	10,680
	Overtime	2,000
Total Wages		$20,505
34% additives		6,972
Total, Flagging Crew		$27,477
Total Railroad Protective Cost		$34,377
State will pay up to		$34,000

JAN 8 - 1971

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

I-80N-2(48)48

7379

DATE: January 5, 1971

In reply refer to: 08-35-DA

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

Fihlach

SUBJECT: Oregon Project I-80N-2(48)48
Fountain Slide Section, Columbia River Highway
State Force Order No. 7
Total Estimated Amount of the Order - $13,400
Federal Participation - $8,040

Johnson

NOTED
A. E. JOHNSON

Reference is made to your letter dated December 28, 1970 concerning subject order.

The use of State forces is approved as being in the public interest under provisions of PPM 21-6.2 for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has the necessary special boring equipment and trained personnel to perform the work most economically.

3. The work needs to be performed as the necessity arises in order to remove excessive subsurface drainage and, thereby, prevent extensive slide action and damage to the new facility. The uncertainty as to the extent of the work, drilling conditions to be encountered and delays occasioned by weather conditions would tend to result in excessively high bid prices if the work was undertaken by separate contract. It, therefore, is impractical to contract the work.

Equipment rental rates will be according to a schedule that has been previously approved by this office for use on force account work.

Reimbursement is to be made on an actual cost basis. A signed copy of the order is returned.

Enclosure
State Force Order No. 7

NOTED
TOM EDWARDS

RECEIVED
JAN 6 1971
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Original to Morgan
for further handling
1-8-71

JAN 8 - 1971

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

I-80N-2(48)48

7319

DATE: January 5, 1971

In reply refer to: 08-35-DA

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-2(48)48
Fountain Slide Section, Columbia River Highway
State Force Order No. 7
Total Estimated Amount of the Order - $13,400
Federal Participation - $8,040

Johnson

NOTED
A. E. JOHNSON

Reference is made to your letter dated December 28, 1970 concerning subject order.

The use of State forces is approved as being in the public interest under provisions of PPM 21-6.2 for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has the necessary special boring equipment and trained personnel to perform the work most economically.

3. The work needs to be performed as the necessity arises in order to remove excessive subsurface drainage and, thereby, prevent extensive slide action and damage to the new facility. The uncertainty as to the extent of the work, drilling conditions to be encountered and delays occasioned by weather conditions would tend to result in excessively high bid prices if the work was undertaken by separate contract. It, therefore, is impractical to contract the work.

Equipment rental rates will be according to a schedule that has been previously approved by this office for use on force account work.

Reimbursement is to be made on an actual cost basis. A signed copy of the order is returned.

Enclosure
State Force Order No. 7

NOTED
TOM EDWARDS

RECEIVED
JAN 6 1971
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Originals to Morgan
for further handling
1-8-71

Form A-1[illegible]

STATE COPY

G-11

APPROVED EFFECTIVE DATE 12-17-70
Contingent upon modification of project agreement if additional funds are required
BY
TITLE Dist. Engineer
DATE 1-5-70
FEDERAL HIGHWAY ADMINISTRATION

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 1

Project Name Fountain Slide — Date December 15
Highway Columbia River — Contract No. 7319 — F. A. Project No. 1-80N-2(48)48
County Hood River — Prefix 614-1077 — Account No. 235-07

Description of Work To Be Done:

By State forces - horizontal drainage installation.

Location by Station Numbers:

Sta. 384-387 on the right

Estimate of Quantities and Costs:

9 pipe installations of approximately 300' each.

Labor	7200
Equipment	2300
Materials	3900
Total	$13,400

Explanation:

The drainage installation is planned just above a rock inlay (Sta. 383-388±). The new A.C. pav't has been upheaving since fall rain set in.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$1,926,236.25
Present estimate of project cost, including $13,400 for work under this order	$1,797,279.87
Expected under-run ~~over-run~~ (amount)	$128,956.38
Expected under-run ~~over-run~~ (per cent)	6.7

Space to right of this line is for use of Salem Office

Submitted by: Resident Engineer

Approval Recommended: Construction Engineer or ~~Bridge Engineer~~

Approval Recommended: Division Engineer

Approved: ~~Deputy State Highway Engineer~~ ~~Assistant State Highway Engineer or Office Engineer.~~ Const.

[illegible]
JAN 26 1971
FOR [illegible]

OREGON STATE
HIGHWAY DIVISION

I-80N-2(48)48

HIGHWAY BUILDING • SALEM, OREGON • 97310

7319

December 23, 1970

Mr. R. E. Simpson
Division Engineer
Federal Highway Administration
P. O. Box 300
Salem, Oregon 97308

Contract No. 7319
Prefix 614-1077
FAP I-80N-2(48)48

Dear Sir:

NOTED
A. E. [illegible]

All work under Contract No. 7319, Fountain Slide Section of the Columbia River Highway in Hood River County, was completed on December 18, 1970.

We request that your office inspect the contract work and return two signed copies of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

1-25-71
cy to Construction

Very truly yours,

R. L. Porter
State Highway Engineer

RECEIVED
JAN 6
OFFICE OF
STATE HIGHWAY ENGINEER

By F D Morgan
F. D. Morgan
Construction Engineer

Federal Highway Administration
Oregon Division Office Endorsement

Date 1-4-71

Conditions noted on abovedate:
The project was inspected on 12-17-70. It was considered in the public interest to accept the job at this time with the understanding that added drainage work would be installed by SFO.

for Valach
R. E. Simpson
Division Engineer

NOTED
TOM EDWARDS

CTC:bk

VG:fw
cc R. L. Porter
F. D. Morgan

Files

RECEIVED
JAN 4 - 1971

FOR FILING

I-80N-2(48)48
7319

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon

December 16, 1970

RAILROAD COMPANIES
FILE No. 619

SUBJECT: R/W File No. 43684
Construction Agreement
Union Pacific Railroad Company
Fountain Slide Section
Columbia River Highway
Hood River County
Project No. I-80N-2(48)48

To: Mr. Floyd Query
Secretary
State Highway Commission
BUILDING

Attached hereto please find one copy of the above subject agreement. The fully executed duplicate original has been handed to Velda DeGuire in Mr. Saling's office for processing after which it will be forwarded to your office for your permanent records.

Distribution of conformed copies has been made as indicated below.

T. W. Litchfield
T. W. Litchfield
Railroad and Utility Engineer

TWL:dl
cc: A. E. Johnson
F. D. Morgan
L. W. Rulien w/agreement
W. J. Scofield " (2)
R. N. Chase " (3)
V. E. Skoog "
E. F. Saling "
J. L. Sollis "

Note to Mr. Saling: The consideration mentioned in section 2 is being paid to the Railroad by Mr. Sollis. Please direct any questions you may have in this regard to him.

✓
Fran

12-21-70
noted in
agreement book
Fran

NOTED
FLOYD QUERY

8P*32475-734

RECEIVED
DEC 9 - 1970

FOR FILING

Form FHWA-121 (12-67)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

DATE: December 2, 1970

In reply refer to: 08-35-DA

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-2(48)48
Fountain Slide Section, Columbia River Highway
State Force Order No. 6
Total Estimated Amount of the Order - $2,000
Federal Participation - $1,800

NOTED
A. E. Johnson

Reference is made to your letter dated November 27 concerning subject order.

The use of State forces is approved as being in the public interest under provision of PPM 21-6.2 for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order at this time. The necessity of this work was not apparent until heavy winter rains commenced.

2. The State has the necessary special extruding equipment and trained personnel to perform the work economically. Quotes from outside private sources were too high.

3. The work needs to be performed as soon as possible in order to remove excessive surface drainage and thereby prevent extensive slide action and damage to the reconstructed facility. The uncertainty as to weather conditions to be encountered and delays occasioned thereby would tend to result in excessively high bid prices if the work was undertaken under a separate contract. It, therefore, is impractical to contract the work.

orig to Morgan 12-7-70

Equipment rental rates will be according to a schedule that has been previously approved by this office for use on force account work.

Reimbursement is to be made on an actual cost basis. A signed copy of the order is returned herewith.

Enclosure
SFO #6

AJohnson
E

NOTED
TOM EDWARDS

RECEIVED
DEC 4 1970
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form A-105—5M

STATE COPY

G-11

APPROVED EFFECTIVE DATE [illegible]
Contingent upon modification of project agreement if additional funds are required.
BY
TITLE 'Dist. Engineer
DATE 12-2-70
FEDERAL HIGHWAY ADMINISTRATION

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 6

Project Name Fountain Slide Date November 12, 1970

Highway Columbia River Contract No. 7319 F. A. Project No. 1-80N-2(48)48

County Hood River Prefix 614-1077 Account No. 279-06

Description of Work To Be Done:

By State forces - construct asphaltic concrete curb. ~~The~~ TO control drainage and prevent seepage into underlying porous (talus) material (see typical section submitted with Price Agreement #5)

Location by Station Numbers:

On right side along edge of paved shoulder Sta. 383-398

Estimate of Quantities and Costs:

Material (Approx. 40 ton A.C.		$400
Labor		1200
Equipment		400
	Total	$2000

Explanation:

The contractor is not equiped to construct this curb. The only price quotation from another company was too high to justify ($2.50 Ft.)

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

		Space to right of this line is for use of Salem Office
Project authorization	~~$1,926,236.73~~	1,926,236.25
Present estimate of project cost, including $ 2000 for work under this order	$1,926,236.73	
Expected under-run / over-run (amount)	$	
Expected under-run / over-run (per cent)		

Submitted by: Resident Engineer

Approval Recommended: Adm. Construction Engineer or ~~Bridge Engineer~~

Approval Recommended: Division Engineer

Approved: ~~Deputy State Highway Engineer,~~ ~~Assistant State Highway Engineer or~~ Office Engineer.
Construction

I-80N-2(48)48

RECEIVED
NOV 16 1970
OFFICE OF
STATE HIGHWAY ENGINEER

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED EFFECTIVE DATE 11-2-70
Contingent upon modification of project agreement if additional funds are required
BY E. J. Valach
TITLE Dist. Engineer
DATE 11-12-70 ~~October 22, 70~~
FEDERAL HIGHWAY ADMINISTRATION

Project Name Fountain Slide
Highway Columbia River
County Hood River
Contractor S. S. Mullen, Inc.
Address Star Route, Cascade Locks, Oregon 97014

Contract No. 7319
Prefix 614-1077
F. A. Project No. I-80N-2(48)48
Order No. 5

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: by the contractor. Furnish replacement material for damaged or unusable guard rail or median rail components salvaged and to be reconstructed from existing rail. Replacement material consists of approximately 30 12½-foot rails, 10 blocks and a small amount of miscellaneous nuts, bolts, etc.

Location by station numbers:

Throughout project Sta. 382 to 397

Estimate of quantities and cost:

Type 2A 12½-foot rails	30	@	$17	=	$510
Treated Blocks	10	@	$ 1	=	$ 10
Miscellaneous Hardware				=	$ 10
					$530
		~~+ 20%~~ 15%			~~$106~~ 79.50
		Total			~~$636~~ 609.50

NOTED
TOM EDWARDS

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Replacement material shall comply with special provision 731-2.9. Special provision 731-2.9(b) indicates defective or unusable guard rail components will be furnished by the state.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 1,926,236.25
Present estimate of project cost, including $ ~~636~~ 609.50 for work under this order	$ 1,926,236.25
Expected under-run / over-run amount	$ 0
Expected under-run / over-run per cent	0

Space to right of this line is for use of Salem Office

Submitted by: W. J. Scofield
W. J. Scofield
Resident Engineer

Approval Recommended:
Division Engineer

Approval Recommended:
Construction Engineer or Bridge Engineer

Approved: F. B. Morgan
~~Deputy State Highway Engineer~~
~~Assistant State Highway Engineer or~~

11-16-70

RECEIVED
OCT 16 1970
FOR FILING

I-80N-2(48)48

73.14

Form PHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

DATE: October 13, 1970

In reply refer to: 08-35-DA

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

Malach

Orig to Morgan 10-15-70
cy-Edw.- 10-14-70

SUBJECT: Oregon Project I-80N-2(48)48
Fountain Slide Section, Columbia River Highway
State Force Order No. 5
Total Estimated Amount of the Order - $162.40
Federal Participation - $146.16

Reference is made to Mr. Bond's letter of October 8 concerning the subject order.

The use of State Forces is approved as being in the public interest under provision of PPM 21-6.2 for the following reasons.

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has the necessary special striping equipment and trained personnel to perform the work most economically.

Striping will be performed in conformance with the requirements of the Manual on Uniform Traffic Control Devices and will thus be eligible for participation under the provisions of paragraph 6 of PPM 21-15.

Federal participation will be based on the agreed unit price for striping.

Enclosure
State Force Order No. 5

RECEIVED
OCT 14 1970
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
A. E. JOHNSON

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form A-106—836

STATE COPY

G-19

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

APPROVED EFFECTIVE DATE
Contingent upon modification of project agreement if additional funds are required
BY
TITLE Dist. Engineer
DATE 10-13-70
FEDERAL HIGHWAY ADMINISTRATION

Order No.

Project Name Fountain Slide Date September 22 1970

Highway Columbia River Contract No. 7319 F. A. Project No. I-80N-2(48)48

County Hood River Prefix 614-1077 Account No. 279-06

Description of Work To Be Done:

Permanent striping by state forces

Location by Station Numbers:

Station 382 to 401

Estimate of Quantities and Costs:

Code 2	4" Beaded skip line	2 x 0.4 mile x $29	=	$ ~~232~~	23.20
Code 3	(Grinding)	4 hrs @ $18	=	72	
Code 6	3" Beaded solid shoulder line	4 x 0.4 mile x $42	=	~~672~~	67.20
	Total			$ ~~976~~	162.40

Explanation:

The contractor does not have the specialized crews and equipment for this type of work.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization $1,926,236.25

Present estimate of project cost, including $ ~~976~~ 162.40 for work under this order $1,926,236.25

Expected under-run / over-run (amount) . . . . $

Expected under-run / over-run (per cent) . . . .

Space to right of this line is for use of Salem Office

Submitted by: W J Scofield
W. J. Scofield Resident Engineer

Approval Recommended: Division Engineer

Approval Recommended: Construction Engineer ~~or Bridge Engineer~~

Approved: ~~Deputy State Highway Engineer,~~ ~~Assistant State Highway Engineer or~~ Construction Office Engineer.

Form A-166—6M

STATE COPY

C-19

APPROVED EFFECTIVE DATE [illegible]
Contingent upon modification of project agreement if additional funds are required
BY
TITLE Dist. Engineer
DATE 10-13-70
FEDERAL HIGHWAY ADMINISTRATION

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No.

Project Name Fountain Slide
Date September 22, 1970
Highway Columbia River
Contract No. 7319
F. A. Project No. I-80N-2(48)48
County Hood River
Prefix 614-1077
Account No. 278-06

Description of Work To Be Done:

Permanent striping by state forces

Location by Station Numbers:

Station 382 to 401

Estimate of Quantities and Costs:

Code 2	4" Beaded skip line	2 x 0.4 mile x $29	=	$ ~~232~~ 23.20	
Code 3	(Grinding)	4 hrs @ $18	=	72	
Code 6	3" Beaded solid shoulder line	4 x 0.4 mile x $42	=	~~672~~ 67.20	
		Total		$ ~~976~~ 162.40	

Explanation:

The contractor does not have the specialized crews and equipment for this type of work.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization $1,926,236.25
Present estimate of project cost, including $ ~~976~~ 162.40 for work under this order $1,926,236.25
Expected under-run over-run (amount) . . . . . . $
Expected under-run over-run (per cent) . . . . . .

Space to right of this line is for use of Salem Office

Submitted by: W. J. Scofield Resident Engineer

Approval Recommended: Construction Engineer ~~or Bridge Engineer~~

Approval Recommended: Division Engineer

Approved: ~~Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.~~ Construction

I-80N-2(48)48

RECEIVED
OCT 19 1970
OFFICE OF
STATE HIGHWAY ENGINEER

7319

STATE COPY G-11

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED EFFECTIVE DATE 10-5-70
Contingent upon modification of project agreement if additional funds are required
BY
TITLE Dist. Engineer
DATE 10-16-70
FEDERAL HIGHWAY ADMINISTRATION

Date September 2[illegible], 19

Project Name Fountain Slide

Highway Columbia River

County Hood River

Contractor S. S. Mullen, Inc.

Address Star Route, Cascade Locks, Ore 97014

Contract No. ~~7219~~ 7319

Prefix 614-1077

F. A. Project No. I-80N-2(48)48

Order No. 4

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Miscellaneous drainage work items required because of shift of centerline approximately 5 feet south (toward the slide). Work consist of (1) extension of two existing corrugated metal culverts; (2) construction of two type G-2M inlets; (3) remodel type "D" inlet to level grade inlet; (4) install approximately 400 feet of 8-inch perforated metal pipe.

Location by station numbers:

Station 382 to 397

Estimate of quantities and cost:

Labor	$ 800
Equipment	$ 600
Material	$1,100
Total	$2,500

NOTED
TOM EDWARDS

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

There are no contract bid items for this work. Unit prices acceptable to the contractor are too high to justify.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$1,926,236.25	
Present estimate of project cost, including $2,500 for work under this order	$1,926,236.25	
Expected under-run / over-run amount	$	
Expected under-run / over-run per cent		

Submitted by: W. J. Scofield, Resident Engineer

Approval Recommended: Division Engineer

Approval Recommended: Construction Engineer ~~or Bridge Engineer~~

Approved: ~~Deputy State Highway Engineer, Assistant State Highway Engineer or~~ Office Engineer

10-21-70

I-80N-2(48)48

RECEIVED
OCT 19 1970
OFFICE OF
STATE HIGHWAY ENGINEER

X-217

STATE COPY G-1

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED EFFECTIVE DATE 10-5-70
Contingent upon modification of project agreement if additional funds are required
BY
TITLE Dist. Engineer
DATE 10-16-70
FEDERAL HIGHWAY ADMINISTRATION

Project Name: Fountain Slide	September 23, 1970
Highway: Columbia River	Contract No. 7319
County: Hood River	Prefix 614-1077
Contractor: S. S. Mullen, Inc.	F. A. Project No. I-80N-2(48)48
Address: Star Route, Cascade Locks, Ore. 97014	Order No. 3

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Exploratory removal and disposal of A.C. pavement in distress areas for purpose of remedial action such as filling void (if any), drainage, compaction, etc. Of particular concern is the eastbound embankment Sta. 391 to 395 where frequent pavement cracking and settlement has occurred. Backfilling the areas where pavement is removed will be done under contract bid items.

Location by station numbers:

Station 388 to 397

Estimate of quantities and cost:

Labor	$ 500
Equipment	2,000
Total	$2,500

NOTED
TOM EDWARDS

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Payment by contract bid items for removal of existing pavement for exploratory purpose is not appropriate due to the "unknown" nature of the work.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$1,926,236.25	
Present estimate of project cost, including $2500 for work under this order	$1,926,236.25	
Expected under-run / over-run amount	$	
Expected under-run / over-run per cent		

Submitted by: W J Scofield
W. J. Scofield, Resident Engineer

Approval Recommended:
Division Engineer

Approval Recommended:
Construction Engineer or ~~Bridge Engineer~~

Approved: F. H. Morgan
~~Deputy State Highway Engineer~~
~~Assistant State Highway Engineer~~

10-21-70

I-80N-2(48)48

Form E-200-6M

RECEIVED
OCT 2 1970
OFFICE OF
STATE HIGHWAY ENGINEER

7319

STATE COPY G-1

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED EFFECTIVE DATE 6-12-70
Contingent upon modification of project agreement if additional funds are required
BY
TITLE Engineering Coordinator
DATE 9-30-70
FEDERAL HIGHWAY ADMINISTRATION

Project Name	Fountain Slide	Date	September 15, 1970
Highway	Columbia River	Contract No.	7319
County	Hood River	Prefix	614-1077
Contractor	S. S. Mullen, Inc.	F. A. Project No.	I-80N-2(48)48
Address	Star Route, Cascade Locks, Ore. 97014	Order No.	~~2~~ 2

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Pursuant to permitting the contractor to place slide material on State right of way at Wyeth (1) Construct one 35' deep Type A manhole; (2) Furnish and install 55' of 36" corrugated metal pipe; (3) Construct one Type G-2M catch basin; and (4) Install 12' of 12" culvert pipe.

Location by station numbers:

Sta. 469 on the right

Estimate of quantities and cost:

Labor	$800
Equipment	1,200
Material	1,500
Total	$3,500

NOTED
TOM EDWARDS

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

The unit prices quoted by the contractor were too high to justify. The approval to do this work received by letter July 1, 1970. See also pertinent sketch map and typical sections submitted to Construction Engineer June 24, 1970.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$1,926,236.25	
Present estimate of project cost, including $ 3,500 for work under this order	$1,926,236.25	
Expected under-run over-run amount	$ 0	
Expected under-run over-run per cent	0	

Space to right of this line is for use of Salem Office

Submitted by: WJ Scofield
W. J. Scofield Resident Engineer

Approval Recommended: Allan C. Howard
Division Engineer

Approval Recommended: John L. Bird
Adm.
Construction Engineer ~~or Bridge Engineer~~
10-5-70

Approved: F. B. Morgan
~~Deputy State Highway Engineer, Assistant State Highway Engineer or~~ [illegible] Office E

Form FHWA-121 (12-67)

UNITED STATES GOVERNMENT

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

Memorandum

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

DATE: August 28, 1970

In reply refer to: 08-35-DA

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

Valach

Johnson

SUBJECT: Oregon Project I-80N-2(48)48
Fountain Slide Section
Columbia River Highway

Our Area Engineer's Contact Inspection Report No. 3 dated 8-19-70 indicates that the subject project is considered unsatisfactory regarding the rate of progress of work.

While you are undoubtedly aware of the lag in work completed behind time elapsed we feel that your attention should be directed to this matter in an effort to complete the project as soon as possible. The Area Engineer reports 84 percent time elapsed and 54 percent work completed with no significant justification for time extension apparent at this time.

NOTED
TOM EDWARDS

RECEIVED
AUG 31 1970
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
A. E. JOHNSON

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
AUG 25 1970

OREGON STATE HIGHWAY DEPARTMENT

DIVISION 1

P. O. BOX 02157 • PORTLAND, OREGON • 97202 • Phone 654-7741

I-80N-2(48)44

7319

Routing
2 Morgan
Decker
1 Bond 3
3 Walker
Boehme
4 Johnson
1 Pease
5 Swan
Glenn
Litchfield
Gallagher
Stein

RECEIVED
AUG 20 1970
CONSTRUCTION DIVISION

August 18, 1970

S. S. Mullen Construction
Box 3886
Seattle, Washington 98124

Attention: Mr. Duane Threlkold, Contracts Manager

RE: Fountain Slide Removal
Contract 7319
I-80N

Gentlemen:

I received your letter of August 3 relative to the subject contract, and in particular the haul road problems which you are faced with, and have forwarded it to Resident Engineer Scofield for his consideration.

I am quite concerned that your planning to date apparently has been insufficient to cover the removal of all the materials from the Fountain Slide. Most certainly, all of the materials as called for from the slide proper must be removed, and if you run into difficulty in your development of one haul road or another, your thinking certainly must adjust to the new factors and the job move ahead with dispatch.

NOTED
A. E. JOHNSON

I am sure that our resident engineer on the project will handle his work as expeditiously as possible to the end that we will not contribute to any delays in the work. However, it appears that your planning and developmental work necessary for successful completion of this project needs further attention.

RECEIVED
AUG 24 1970
OFFICE OF STATE HIGHWAY ENGINEER

Yours truly,

L. W. Rulien
Regional Engineer

MAINTENANCE ENGINEER
RECEIVED
AUG 19 1970
ME ☐ AME ☐ AME ☐ A ☐ AG ☐
BS ☐ ABS ☐ AA ☐ FILE ☐ TA ☐

8/21/70
Copy to Johnson
per Mr Morgan
JW

LWR:fb
cc F. D. Morgan
W. J. Scofield

S.S.MULLEN CONSTRUCTION

August 3, 1970

Oregon State Highway Dept.
P.O. Box 02157
Portland, Oregon 97202

Attention: Mr. L. W. Rulien, Division Engineer

Reference: Contract No. 7319, Fountain Slide Removal

Subject: Failure of the West Haul Road

Gentlemen:

Reference is made to our letter of 9 June and your letter of 16 June, regarding the west haul road. Several meetings have been held on the subject with arguments presented and thoroughly discussed by both parties. However, it would appear to be judicial at this time, in protecting our contractual droits, to summarize and present herein our review of the issue.

Previously we had planned four major hauling spurs - a high and low spur going both east and west from the slide area. We had estimated about 170,000 cubic yards to be removed over the upper roads and the remainder would be hauled over the two lower roads.

We had started the lower road west in the proximity of the "possible haul road location" designated on the contract drawings. As we approached the first little ravine with a shallow fill on 20 May, the material below the fill began to slide downhill. All activity was halted until further investigation could be made. Both parties examined the terrain west of the slide removal area.

On 21 May, a meeting was held in our field office to discuss the situation. The State's position at that meeting was that it was obvious that further construction on the present location was not feasible and could be creating a hazard for the highway below. We were also requested to move all material possible from the upper portion of the slide, over the upper westerly road because of the limited capacity of the east wasting site. In view of the apparent instability of the hillside to the west of the slide removal area, we agreed to both points at least temporarily.

☐ ☐ ☐ ☐
DE ADE ADE OE
AUG 5 1970
☐ ☐ ☐ ES

BOX 3886 • SEATTLE, WASH. 98124 • 220 SOUTH RIVER STREET • (206) 763-212
A DIVISION OF MULLEN CORPORATION

Since that time, your geologists have examined the hillside and we sought the advice of consultant foundation and soils engineers. In their opinion, the entire lower hillside west of the slide removal area is at a critical angle of repose and on the verge of instability at the present time. Any alteration to the existing hillside could conceivably cause a slope failure. They recommended that we stay completely away from any further consideration of a low westerly road.

The Oregon State Highway Department designated one possible haul road location on the contract drawings. Presumably the feasibility of constructing a haul road along this route had been investigated, since the location was staked in the field and a profile and cross-sections were plotted.

A note on sheet 4 of the contract plans states "Route to be selected and road constructed by Contractor. Thus, the contractor is not necessarily restricted to the state's choice of location.

Regardless of additional options afforded the Contractor, it is entitled to rely on the information furnished in the bidding documents and assume that the designated location of the road could be constructed within the limits of economic feasibility.

At the pre-construction conference, the Contractor stated he would like to start the (lower) road west at a slightly higher elevation if possible. A mosaic was studied and the railroad representative questioned by the State whether he had any particular objection to the Contractor starting the road higher up the hill than the proposed location. (The higher location was definitely less hazardous, construction-wise, being on flatter terrain and further from the highway.) The railroad thought it would be all right to move the haul road farther from the highway (up the hill.)

To summarize this issue, the State had studied a proposed haul road location, surveyed and staked it in the field. It was fully intended for use as a "possible haul road location", although the Contractor was not absolutely restricted to that location. The State has issued an implied warranty which the

Contractor is entitled to rely on. The Contractor did, in fact, depend on that road location in its planning for the necessary working sequences and spread of earth-moving equipment.

Now, in place of four planned haul roads, the Contractor has been left with only two through no fault of its own - an upper road west and a lower road east. (A minor amount of work has been done on the upper road east because of a committment to the county.) The upper road west is of little value, at this point, because of the location of remaining material in the slide.

This limitation has caused the Contractor to re-sequence and re-schedule the work and has already caused substantial delay to the project. Hauling on the upper roads will soon be curtailed because of adverse grades hauling out of the slide. The Contractor will then be faced with all of its hauling equipment concentrated on the one lower road east, instead of balanced spreads working in different locations without interference to each other.

With the restricted working room and concentrated hauling traffic, further delays are inevitable.

A further problem is apparent at this stage. Analysis of survey data indicates that the east waste area, even with the recent additions, will not economically absorb all of the material removed from the slide. A suggestion to merely keep piling the waste deeper within the confines of our present waste area is not a feasible solution to the problem.

As pointed out above, the failure of the west haul road has already caused substantial delays to the project. It must be considered a material change to the character of the work under this contract. A request for a time extension will be forthcoming as soon as the full effects of the delays are known.

We urgently request your attention and assistance in the problem of available disposal areas. Unless some additional areas can be made available, the Contractor faces significant increased costs for which it will look to the Oregon State Highway Department for payment.

Our people are available at your convenience to work out a reasonable solution to these problems.

Sincerely,

S. S. MULLEN CONSTRUCTION

Duane Threlkeld

Duane Threlkeld
Contracts Manager

DT/ss

FHWA-121 (12-67)

FOR FILING
AUG 19 1970

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: August 7, 1970

In reply refer to: 08-35-DA

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

I-80N-2(48)
3 14

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

Walsh

Al Johnson

SUBJECT: Oregon Project I-80N-2(48)48
Fountain Slide Section, Columbia River Highway
State Force Order No. 4
Total Estimated Amount of the Order - $4,500
Federal Participation - $4,050

Reference is made to your letter dated July 31 concerning subject order.

We are approving the use of State forces as being in the public interest under provisions of PPM 21-6.2 for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has the necessary special boring equipment and trained personnel to perform the work most economically.

3. The work needs to be performed for proper evaluation of land mass movement in an effort to plan and coordinate corrective measures. The resultant work will prevent extensive slide action and damage to the improved facility. The uncertainty as to the extent of the work, drilling conditions to be encountered and delays occasioned by the contractor's grading operations would tend to result in excessively high bid prices if the work was undertaken under a separate contract. It, therefore, is impractical to contract the work.

NOTED
A. E. JOHNSON

Equipment rental rates will be according to a schedule that has been previously approved by this office for use on force account work.

Reimbursement is to be made on an actual cost basis. Attached is a signed copy of the order.

Enclosure
State Force Order No. 4

NOTED
TOM EDWARDS

RECEIVED
AUG 10 1970
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Original to Morgan 8/13/70

Form A-105-

G-1P

Contingent upon [illegible] of project agreement if additional funds are required

BY

TITLE Dist. Engineer

DATE 8-7-70

U. S. BUREAU OF PUBLIC ROADS

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 4

Project Name Fountain Slide Date July 9, 1970

Highway Columbia River Contract No. 7319 F. A. Project No. I-80N-2(48)48

County Hood River Prefix 614-1077 Account No. 235-04

Description of Work To Be Done:

By state forces: Drilling and installation of tubing and slope meter to monitor subsurface slide movement.

Location by Station Numbers:

Sta. 297 to 300, right side

Estimate of Quantities and Costs:

Two - 75' deep holes @ $15	$2,250
One - 150' deep holes @ $15	$2,250
Total	$4,500

Explanation: Exploratory work is needed in the slide area east of and adjacent to the ~~xxxxxxxxxxx~~ contract unloading area. Highway pavement has developed cracks and shows general distress.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$1,926,236.25	
Present estimate of project cost, including $4,500 for work under this order	$1,926,236.25	
Expected under-run over-run (amount)	$ 0	
Expected under-run over-run (per cent)	0	

Space to right of this line is for use of Salem Office

Submitted by: W. J. Scofield Resident Engineer

Approval Recommended: for Construction Engineer ~~or Bridge Engineer~~

Approval Recommended: Division Engineer

Approved: ~~Deputy State Highway Engineer,~~ ~~Assistant State Highway Engineer or~~ Construction Office Engineer.

State Printing

RECEIVED
JUL 8 - 1970
FORM E-80-X (12-67)
FOR FILING

I-81N-2(48)48
7319

REFERRED TO
Al Johnson (portfolio)
BY ASST. STATE HWY. ENGR

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
June 23, 1970

SUBJECT: Fountain Slide
Columbia River Highway
Contract No. 7319

To:

Mr. L. I. Lindas
Chief Counsel
BUILDING

NOTED
A. E. JOHNSON

At this time, the actions of the S. S. Mullen Company with reference to the construction of haul roads for disposal of slide material would indicate the possibility of a future claim. Copies of recent correspondence on the subject, a letter from the contractor to the resident engineer, a reply to this letter, and Mr. Rulien's June 17 letter reviewing the subject, are attached.

We believe any further replies should be carefully weighed, and ask your advice on the matter. A trip over the project may be of value and can be arranged at your convenience.

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

GLD:fw
Attach.
cc F. B. Klaboe
L. W. Rulien

RECEIVED
JUN 23 1970
OFFICE OF
STATE HIGHWAY ENGINEER

Routing
2 Morgan
4 Decker
Bond
3 Walker
Boehm
Johnson

Pease E
5 Swan
Glenn
Litchfield
Gallagher
Stein

RECEIVED
JUN 18 1970
CONSTRUCTION
DIVISION

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97202
June 17, 1970

To:
Mr. F. D. Morgan
Construction Engineer
Salem

SUBJECT:
Haul Road
Fountain Slide
Columbia River Highway
Contract No. 7319

The development of haul roads by the contractor on this project has been the subject of previous meetings and correspondence. Of particular concern at this time is the haul road to the west, and in this regard and for your information, attached is a copy of a letter from the S. S. Mullen Construction Company dated June 9, 1970 and a reply to that letter from Willard Scofield dated June 16, 1970.

A review of the specifications and plans for this job indicate that a rather thorough coverage of the disposal is made under Article 102-2.1 "Disposal of Excess Materials" on pages 17, 18 and 19. Pertinent language on these pages includes "...materials contractor's at point of excavation..." and "...state has easements for construction of possible haul road..." and "...if contractor elects to build the haul road...it is at his expense..." On the plans (sheet 4) is a small scale map covering the general area and showing a road labeled "Possible Haul Road (route to be selected and road constructed by contractor").

It seems to us that the burden of determining the method of slide removal, and the route or routes over which the removed material will be hauled, is clearly the contractor's. In support of this, the contractor's own operations to date involve the development of three haul roads not shown on the plans at all. The contractor, in developing the so-called "west" haul road has run into difficulty. The terrain is steep and road construction difficult. This, however, should have been apparent from even a cursory examination of the area prior to bidding. The contractor's work on this road to date has been minimal. It should also be pointed out that his selected route and design, although approximating that shown on the plans, is not in the same specific location.

I am not familiar with the S. S. Mullen Company, and dealings to date seem to indicate the possibility that this company is attempting to lay foundation for a future claim. In view of this, I would recommend that our Legal Section be brought into the picture so as to familiarize themselves with the job activities. I have requested Gene Kinney to make an early flight of the area and give us pretty thorough photographic coverage. This we will do periodically. In addition, I would appreciate your advice if there is something further we should do, or another approach to the possible problem.

L. W. Rulien
Division Engineer

LWR:fb
Enc.
cc W. J. Scofield

OREGON STATE
HIGHWAY DEPARTMENT

DIVISION 1

P. O. BOX 02157 • PORTLAND, OREGON • 97202 • Phone 654-7741

June 16, 1970

SUBJECT: West Haul Road
Fountain Slide Section
Contract No. 7319

S. S. Mullen, Inc.
Star Route
Cascade Locks, Oregon 97014

ATTENTION: Mr. Rod Barenz
Project Manager

Gentlemen:

This is in reply to your letter of June 9, 1970 concerning the west haul road fill slide of May 20, 1970 and its effect on your program to fulfill your contract to complete the unloading of the Fountain Slide. I know that this haul road failure has been a disappointment to you and has caused a reconsideration of your slide disposal plans. However, this in no way affects your contract to unload this slide in accordance with the project plans and specifications.

The west haul road that you were constructing was on alignment of your own choosing. The area that failed is uphill from the plan designated "possible haul road."

On plan sheet No. 4 there is the clause "Route to be selected and road construction by contractor." It is because of this clear statement and paragraph 7-C of Spec. 102-2.1 that I have refused to get involved in your haul road planning. I do not intend to tell you either orally or by "written direction" to construct or not to construct haul roads — let alone suggest a specific route. Admittedly, any west haul road would be difficult and costly; but surely this must have been apparent when the project was bid.

In your letter of June 9, 1970 you infer that I ordered a "halt in further construction of the west haul road until further investigation could be made and possible solution to the problem explored." To set the record straight, I feel this statement needs clarification. The investigation referred to was to be your investigation, with my cooperation in working up estimates of quantities, doing survey work, etc. The question to be resolved was the costs and risks involved in constructing a west haul road wherein the quantities of "uncommitted" yardage would be weighed against the possibility of increasing the disposal of material in the Wyeth area. My part in this matter was to cross section the possible disposal area at Wyeth and to seek O.S.H.D. approval to fill the gap between the freeway and your waste fill. You now have the approval to fill this gap. You must now have sufficient information to base a reasonable estimate of the waste capacity of the Wyeth area and the approximate quantity of "uncommitted" yardage. However, the so-called failure of the west haul road and the disposal of this "uncommitted" yardage does not in my opinion constitute a change in the contract.

I will continue to work with you within the limits of my authority to complete this project.

Yours very truly,

W. J. Scofield
Resident Engineer

WJS:nlb

cc: L. W. Rulien

L. W. Robson

NOTED
W. J. SCOFIELD
RES. ENG'R

S.S.MULLEN CONSTRUCTION

June 9, 1970

Oregon State Highway Department
P. O. Box 02157
Milwaukie, Ofegon 97202

Attn: Mr. Willard Scofield
Resident Engineer

Re: Contract No. 7319
Fountain Slide
Columbia River Highway

Subject: Failure of West Haul Road.

Gentlemen:

On May 20, a shallow fill of approximately 1200 - 1500 Cy. along the possible haul road location designated in the contract plans, caused the slope to slide down hill. You asked us to halt any further construction on this west haul road until further investigation can be made and possible solutions to the problem explored.

In our opinion, the continuance of a haul road (of any configuration) on the designated "possible haul road location" would be a risk which we would not assume without Written Direction from your office.

It appears to us that the "possible haul road location" must be eliminated because of unstable terrain. This requires an alternate route and creates a further problem of locating a suitable disposal site.

It must also be understood that this imposes some severe restrictions on the contractor. If a mutually agreeable solution cannot be found, these restrictions must be considered a change to the existing contract.

I am available at your convenience to work with you in solving these problems.

Very truly yours,

S. S. MULLEN CONSTRUCTION

Robert Barenz
Robert Barenz
Project Manager

☐ DE ☐ ADE ☐ ADE ☑ OE
[illegible] 1970
☐ TE ☐ UE ☐ DES

BOX 3886 • SEATTLE, WASH. 98124 • 220 SOUTH RIVER STREET • (206) 763-2121
A DIVISION OF MULLEN CORPORATION

c

RECEIVED
JUN 18 1970
FOR FILING

I-80N-2(48)48

7319

June 17, 1970

Ms. Fay M. Nelson
Box 234
Cascade Locks, Oregon 97014

3441

Dear Ms. Nelson:

Your June 5 letter was referred to the Resident Engineer in charge of the Fountain Slide unloading project easterly from Cascade Locks. He informs us that the contractor for this work is developing and utilizing a haul route to the east from the project area via a portion of a county road which is being widened and improved in accordance with an arrangement made with Hood River County. Access from this reconstructed road to the little cemetery will be restored in the very near future.

Thank you for calling this matter to our attention.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. W. Rulien

JAB:fw srb

REFERRED TO admin BY SECRETARY

Cascade Locks, Ore
June 5, 1970

State Highway Dept.
Salem, Ore

Dear Sir:

This letter is in regards to a cemetery that has been cut-off. With no access at Wyeth, Ore. There is road Construction - probably a detour - While 80 N is being repaired between Cascade Locks & Wyeth.

The road we are or have been using is the "Old Military Road." - the Cemetery is a "99" by 198" plot recorded in Hood River County Records as the property of Viola Gray Lee - Sect 2 Township 2 N. Range 8E.

Most of the plot is over-grown

-but my grandfather - great great great grandfather are buried there - it's true that we visit 2 or 3 times a year but would please just like an access.

Some of our family are growing fairly old & were quite disturbed not to be able to visit the graves on Memorial Day.

We are situated between the 80 N & old Military road.

Would appreciate anything that can be done.

Yours truly -

Fay M. Nelson

Box 234
Cascade Locks, Ore 97014

RECEIVED
JUN 3 1970
OFFICE OF
STATE HIGHWAY ENGINEER

MAY 13 1970

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

I-80N-2(48)48

7319

DATE: May 12, 1970

In reply refer to: 08-35-DA-1

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

Klaboe

SUBJECT: Oregon Project I-80N-2(48)48
Fountain Slide Section, Columbia River Highway
State Force Order No. 2
Total estimated amount of the order - $7,200
Federal participation - $6,480

NOTED
F. B. KLABOE

Reference is made to your letter dated May 5 concerning subject order.

We are approving the use of State forces as being in the public interest under provisions of PPM 21-6.2 for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has the necessary special boring equipment and trained personnel to perform the work most economically.

3. The work needs to be performed as the contractor's work progresses and necessity arises, in order to remove excessive subsurface drainage and, thereby, prevent extensive slide action and damage to the new facility. The uncertainty as to the extent of the work, drilling conditions to be encountered and delays occasioned by the contractor's grading operations would tend to result in excessively high bid prices if the work was undertaken under a separate contract. It, therefore, is impractical to contract the work.

Equipment rental rates will be according to a schedule that has been previously approved by this office for use on force account work.

Reimbursement is to be made on an actual cost basis. A signed copy of the order is returned herewith.

Enclosure
State Force Order No. 2

RECEIVED
MAY 13 1970
OFFICE OF
STATE HIGHWAY ENGINEER

Morgan
Wlenc
5-15-70

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form A-166-5X

STATE COPY

APPROVED EFFECTIVE DATE [illegible]
Contingent upon modification of project agreement if additional funds are required
BY [illegible]
TITLE Dist. Engineer
DATE 5-12-70 2
U. S. BUREAU OF PUBLIC ROADS

G-11

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No.

Project Name Fountain Slide Date April 29, 1970

Highway Columbia River Contract No. 7319 F. A. Project No. 1-80N-2(48)48

County Hood River Prefix 614-1077 Account No. 235-C2

Description of Work To Be Done:

Exploratory horizontal drainage installation by state forces.

Location by Station Numbers:

In lower portion of highway cut slope right of Station 397+75 to 399+25.

Estimate of Quantities and Costs:

Four pipe installations @ approximately 150 feet at each of four drill setups.

2,400 feet @ $3.00 per foot $7,200

Explanation: The exploratory drainage is planned above an area where highway pavement is developing cracks and shows evidence of some movement. This is just east of prior horizontal drainage work done in this slide area.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$1,926,236.25
Present estimate of project cost, including $7,200 for work under this order	$1,926,236.25
Expected under-run over-run (amount)	$ 0
Expected under-run over-run (per cent)	0

Space to right of this line is for use of Salem Office

Submitted by: W. J. Hofues
Resident Engineer

Approval Recommended: [illegible]
Division Engineer

Approval Recommended: [illegible]
7/2
Construction Engineer or Bridge Engineer

Approved: [illegible]
~~Deputy State Highway Engineer,~~
~~Assistant State Highway Engineer or~~
Construction ~~Office~~ Engineer.

State [illegible]

C

RECEIVED
MAY 6 - 1970

FOR FILING

R. B. HARDIN
SUPERINTENDENT
OREGON DIVISION
I-80N-2(48)#8
7319

UNION PACIFIC RAILROAD COMPANY
TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

8525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

April 30, 1970

File Ref: D 315-2-8

Mr. F. D. Morgan
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

Attention: Mr. T. W. Litchfield
Utilities Liaison Engineer

HC
F.B. Kl

Cascade Locks - Mitchell Point Section
Columbia River Highway

Dear Sir:

Referring to installation of drainage culverts at railroads Main Line, MP 48.16 and MP 48.5 near Wyeth, Oregon, as provided in Exhibits "O" and "P" which accompanied supplemental agreement dated December 1, 1969, basic agreement pertaining to Fountain Slide removal.

This is to advise that the railroad has completed installation of the culverts at the above-mentioned location which will now permit the State to make necessary connection to its existing culverts.

Will you please arrange for this work to be accomplished, advising this office when the connections have been made.

Yours very truly,

R. B. Hardin

COPIES TO:
FB KLABOE
LW RULIEN - TAKE APPROPRIATE ACTION.
RH RUMBOLZ
5-4-70

cc - Mr. G. A. Starkey
Resident Engineer
Oregon State Highway Dept.
P. O. Box 23324
Tigard, Oregon 97223

RECEIVED
MAY 4 1970
OFFICE OF
STATE HIGHWAY ENGINEER

Routing
Morgan
Decker
Dond
Walker
Boehme
Johnsen

RECEIVED
MAY 4 1970
CONSTRUCTION
DIVISION

Pease
Swan
Glenn
Litchfield
Gallagher
Stein

RECEIVED
MAY 15 1970

#24 S.F.

cc: R. L. Porter C
~~F. B. Klaboe~~
Gil Decker

NOTED
F. B. KLABOE

MEMO TO FILES
April 3, 1970

I-80N-2(148)148
7319

RE: **Fountain Slide, Hood River County**

In response to a phone call from Mr. Al Almcrants of Hood River County, Hal Reynoldson and I met with the Hood River Board of Commissioners on Wednesday, April 1 (Bucklin, Routson, Amoth, and Hukari), along with Almcrants and Carlos Van Elsberg, Director of Public Works.

Point of contention is Price Agreement (Fountain Slide project) for contractors to widen county road southerly of the slide, between the contractor's two haul roads and in the restricted area where no dump disposal is allowed by the contract.

I explained to the Commissioners that by the contract a prohibited area was established and the State would be most happy if no material were dumped in this area; however, we realized that some material must be used for contractor's haul roads and that also we did wish to cooperate with the County, so had suggested a limit of approximately 118,000 c.y. of material for county road widening use. This was either their estimate of necessary material (or the contractor's) whereas our Resident Engineer made an estimate of approximately 250,000 c.y. for the same improvement.

I further suggested that State was concerned on at least two counts.

1. Purpose of the contract is to unload the slide. A redistribution in the same area would not accomplish the desired result; and
2. Such a disparity exists between the two estimates that State is concerned about County having a unusable facility unless far more material is used than the desired maximum amount.

Conflict with the contractor will develop as he does not want to take a reduction in price per yard for material used on county road.

A rough sketch is attached showing areas of work, and the following would be my recommendation.

1. Instead of widening present county road from A to C and using vast quantities of fill (indicated by X-hatching), that new alignment from B to C be constructed. This would be new construction (utilizing less fill) from present county road to contractor's haul road. County would then use contractor's haul road as future county road from A to B.

2. Considerable clearing will be involved in order to utilize any fill in widening the county road. I would suggest that fill limitation be made by limiting clearing area and that any advantage to contractor by virtue of decreased haul be offset by cost of clearing.

3. Decision for future action must be made by the front office, and County and contractor are anxiously awaiting decision results.

Decker to check out & report
4-3-70
FBK

H S Cox
H. S. Cox
County and City Engineer

HSC:mm

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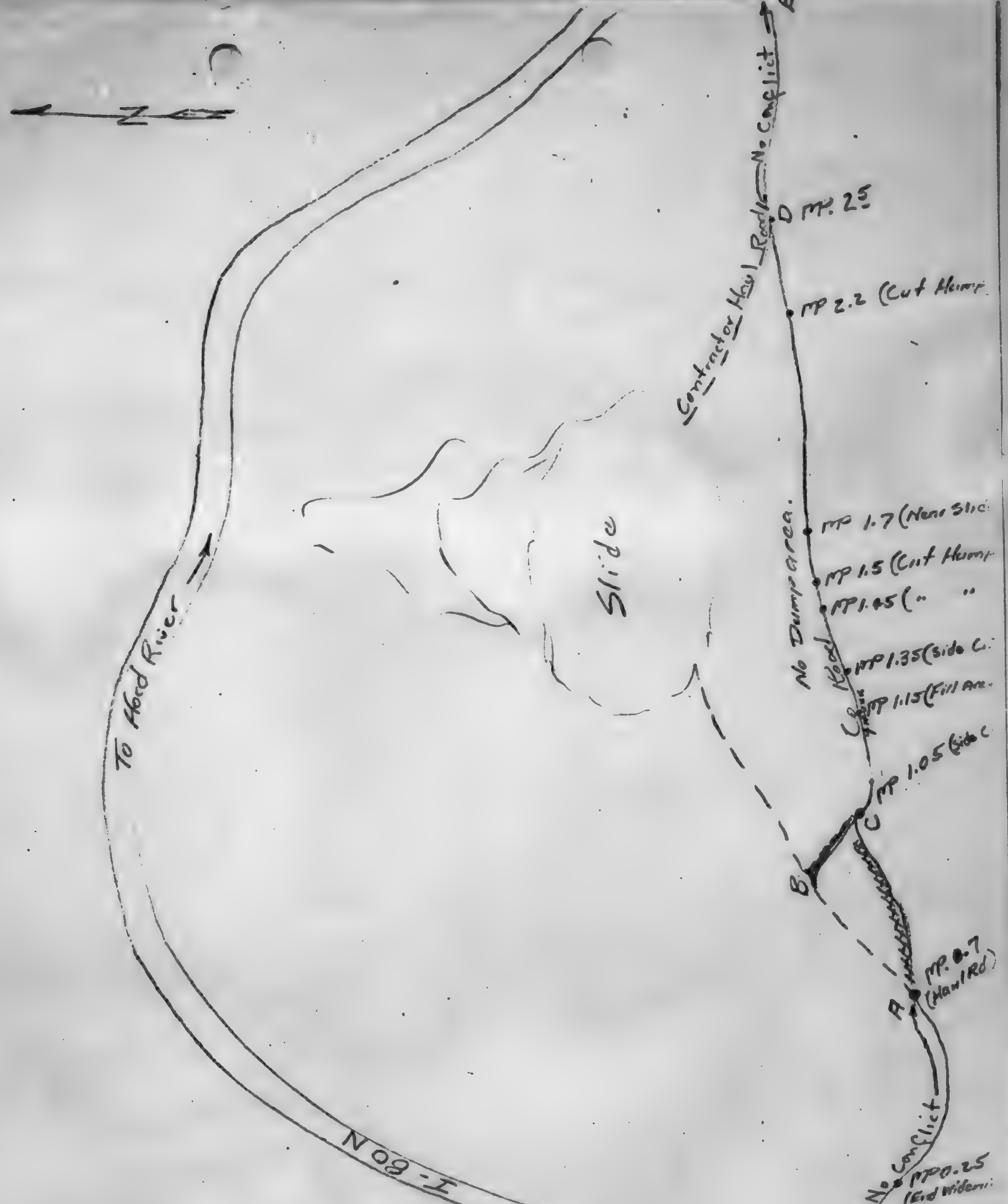
APR 3 70
OFFICE OF
STATE HIGHWAY ENGINEER



Note: County Road Widening; Maximum 45' Top width.

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MAR 31 1970
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

DIVISION 1

P. O. BOX 02157 • PORTLAND, OREGON • 97202 • Phone 654-7741

Routing
4 ✓ Morgan MJ
Decker
1 Bond JB
3 Walker
Johnson
E Pease
5 Swan
Glenn
Lindfield
Gallagher
Stein

RECEIVED
MAR 30 1970
CONSTRUCTION DIVISION

I-80N-2(48)48

7319

March 26, 1970

Hood River County
Department of Public Works
P. O. Box 457
Hood River, Oregon 97031

Attention: Mr. Carlos Van Elsberg
Director

Gentlemen:

RE: Fountain Slide
Columbia River Highway

We have very carefully reviewed the request in your letter of March 6, 1970 for 118,000 cubic yards of material removed from the Fountain Slide to be utilized in development of a two mile length of your Wyeth County Road. As you know, our contract was set up with the specific idea in mind of correcting the Fountain slide, and in so doing to remove the slide materials from the adjacent area so as not to create another slide.

Recognizing your needs and your request, we have re-evaluated the area, and in particular the points at which you would like this material to be deposited. We concluded that we could probably allow deposits in the range that you indicated without endangering the stability. Our contractor as well as the unsuccessful bidders on this project offered prices based on removal of the material from the area as specified. Consequently, if we are to make an exception it will be necessary for us to receive from our contractor by price agreement a reduction in the unit costs of the slide removal equal to the reduction in the contractor's haul costs. Our contractor has indicated that he is unwilling to reduce his price; therefore, we are unable to accommodate your request.

I would like to point out that a review on the ground of your proposed road improvements indicate to us that the yardage required would probably be considerably in excess of the 118,000 yards, and very probably in excess of 200,000 yards.

3/30/70
Copy to Klaboe
geo

Yours truly,

L. W. Rulien
Division Engineer

bc F. D. Morgan
W. J. Scofield
LWR:fb

RECEIVED
MAR 31 1970
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 30 1970
FOR FILING

I-80N-2(48)48
7319

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
March 23, 1970

SUBJECT: Fountain Slide
Columbia River Highway
I-80N
Contract No. 7319

To:

Mr. L. W. Rulien
Division Engineer
State Highway Division
P. O. Box 02157
Portland, Oregon 97202

Hood River County's desire for approximately 118,000 cubic yards of material from the Fountain Slide to upgrade some two miles of county road in the area has been discussed here.

A decision was made to permit this work to be done under the following provisions:

1. Controls to assure that planned embankment areas are not enlarged to become disposal areas.
2. Any benefit to the contractor to be reflected in a price reduction for the amount moved.
3. Bureau of Public Roads' approval.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

GLD:fw

cc F. B. Klaboe

RECEIVED
MAR 24 1970
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 23 1970
FOR FILING

I-80N-2(18)48

7319

C

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 19, 1970

SUBJECT: Fountain Slide Section
Columbia River Highway
Contract No. 7319

To:

Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

Subject project, which has been prepared and supervised by Division "A", due to the change in Division boundaries now falls within an area which is now supervised by Division "D".

Regardless of this change of boundary lines, I recommend that we proceed as originally planned and continue to supervise out of Division "A"; Mr. Larry Rulien as Division Engineer and Mr. W. J. Scofield as Resident Engineer.

If you concur, I will so advise Mr. Rulien and Mr. Putnam. This arrangement is agreeable to both Division Engineers.

F. D. Morgan
F. D. Morgan
Construction Engineer

FDM:fw

copy to
Morgan
3-20-70

Approved 3/20/70
F. B. Klaboe
Asst. State Hwy. Engr.

RECEIVED
MAR 20 1970
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 9 - 1970

FOR FILING

I-80N-2(48)48
7319

January 8, 1970

S. S. Mullen Construction, a
division of Mullen Corporation
P. O. Box 3086
Seattle, Washington 98124

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract No. 7319 for grading and
paving on the Fountain Slide Section
of the Columbia River Highway in
Hood River County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

mf

Enclosure

cc: The Travelers Indemnity Company
D. J. Barbee
F. D. Morgan
I. D. Merchant
L. W. Bulien
Willard Scofield

RECEIVED
DEC 30 19
FOR FILING

1859

OREGON STATE
HIGHWAY DEPARTMENT

DIVISION 1

P. O. BOX 02157 • PORTLAND, OREGON • 97202 • Phone 654-7741

I-8CN-2(48) 4/8

December 26, 1969

7319

S. S. Mullen, Inc.
P. O. Box 3886
Seattle, Washington 98124

RE: Contract No. 7319
Fountain Slide
Columbia River Highway
Hood River County

NOTE
F. B. KLABOE

Attn: Mr. Bud Junger
District Manager

Dear Sir:

On page 18 of the Special Provisions of the subject project under paragraph 7-C, it is indicated that the State of Oregon has obtained options for easements to construct the "possible haul road" on the plans. It is also indicated that if the contractor elects to build this road that the State will exercise these options and obtain the necessary easements and that the cost, thereof $1,300, will be deducted from the first partial payment made to the contractor.

In order that there may be no delay on the State's part in securing the needed easements, I did on December 24 call you at your Seattle office and ask if you had made a determination as to whether or not you would desire these easements. You indicated that you wished the haul road easement and that, in addition, you anticipated using disposal area A. I then indicated that I would advise our Right of Way department so that they could immediately take such steps as are needed to obtain the necessary easements for you. This letter will confirm these arrangements and I will look forward to seeing you at the preconstruction meeting on January 5, 1970.

Sincerely yours,

L. W. Rulien
Division Engineer

LWR/mah

bcc: F. B. Klaboe
F. D. Morgan
W. J. Scofield

RECEIVED
DEC 29 1969
OFFICE OF
STATE HIGHWAY ENGINEER

Mr. Cooper

RECEIVED
DEC 23 1969
FOR FILING

I-80N-2(48)48
7319

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

December 23, 1969

Oregon State Highway Commission

Gentlemen:

Gordon H. Ball, Inc., submitted a bid proposal to perform highway construction work in answer to a call for bids from the Commissioners of the Highway Division of Oregon's Department of Transportation.

Its bid was the lowest of those received, being approximately $165,000.00 less than the bid of the second low bidder. The proposal was in all respects in conformance with instructions to bidders, with the exception that the bid bond, attached to the bid proposal, was not signed by the principal, although it was fully executed by the surety company.

Upon discovering the bid bond was not signed by the principal, the bid was withheld and was not read along with the other bids received.

The question is whether the bid submitted by Gordon H. Ball, Inc., is a valid bid and should have been read at the bid opening.

Chapter 522, O. L. 1969, section (4), provides, among other things, that all bids made to a public body shall be in writing; opened in public; filed for public inspection; and have attached thereto a surety bond as bid security.

Based upon research by members of the staff, I am of the opinion that the bid bond submitted by Gordon H. Ball, Inc., was effective against the surety company without the signature thereon of the principal, and therefore the bid submitted by it was a valid bid and should have been read at the bid opening.

Since the bond required is a statutory one, I believe the current of modern authority is to the effect that in the absence of a statutory provision expressly requiring the principal to sign the bond, a bond signed by the surety alone is valid and may be enforced.

If the Commission determines that the bidder in this instance is the lowest responsible bidder, I feel it is mandatory the contract be awarded to it, unless there is a decision to reject all bids.

Yours very truly,

G E Rohde

G. E. ROHDE
Chief Counsel

GER:ks

cc: Forrest Cooper

NOTED
FORREST COOPER

RECEIVED
DEC 22 1969

FOR FILING

I-[illegible]-2/45) 48
7319

S. S. MULLEN, INC.

CONSTRUCTION DIVISION

December 19, 1969

280-H-1

Oregon State Highway Division
Highway Building
Salem, Oregon 97310

Attention: Mr. Floyd Query

Subject: Contract No. 7319 Fountain Slide Section

Gentlemen:

This letter is to confirm the phone conversation with your assistant on December 18, 1969.

The contract and bonds on this project will be executed and returned the first of next week.

We apologize for this delay; circumstances beyond our control resulted in the Division Manager's being out of town at this time. Upon his return we will promptly obtain his signature.

I thank you for your consideration in extending the time limit for receipt of these documents.

Very truly yours,

S. S. MULLEN, INC.

George Keating

George Keating
Contracts Manager

GK/bja

12-22-69
Floyd—
This man tel- last Thurs. saying their officers were out of town but would be back Mon., Dec. 22, and they would then sign the contracts and return to us — He was concerned about the 10 day period in returning them. I suggested they drop us a letter regarding the delay— C.W.H.

NOTED
FLOYD QUERY

RECEIVED
DEC 22 1969
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

BOX 3886, SEATTLE, WASH. 98124 ◆ 220 SOUTH RIVER STREET ◆ (206) 763-2121

RECEIVED
DEC 10 1969
[illegible]
I-80N-2(48)48
7319

December 10, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon 97301

Dear Sir:

Confirmation of your tentative concurrence as of December 1, 1969, is requested in the award of contract for the Fountain Slide Section, Project No. I-80N-2(48)48.

The contractor receiving the award is S. S. Mullen, Inc., in the amount of $1,673,210.00, with Contract No. 7319 assigned. This bid was received on November 13, 1969, and awarded December 1, 1969.

All right of way or rights of entry have been acquired.

The low bidder completed the Anti-Collusion Statement included in our proposal, as required by PPM 21-6.1, and it will be retained in a permanent project file.

All rights of access, including utilities, to or from abutting property are either (1) denied by law, (2) have been acquired, or (3) have been acquired in condemnation proceedings which have been commenced and will be prosecuted to completion. All necessary arrangements have been made for all utility and railroad work not included as part of the construction contract to be undertaken and completed without conflicting or delaying the State contractor's operations.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Program and Planning Engineer

Bureau of Public Roads' Endorsement

Date ______________________
I concur in the award.

R. E. Simpson
Division Engineer

c

RECEIVED
DEC 8 1969

S. S. MULLEN, INC.
CONSTRUCTION DIVISION

I-80N-2(48)48

7 3 19

REFERRED TO
Admin.
BY SECRETARY

December 4, 1969

Contract Copies mailed to Mullen 12-4-69
76

CERTIFIED No. 088851

Oregon State Highway Commission
Oregon State Highway Building
Salem, Oregon 97310

Attention: Mr. Floyd Query
Secretary

Gentlemen:

Please refer to our wire dated November 14, 1969 advising that an error was found in our bid for Project I-80N-2(48)48, Fountain Slide Section, Columbia River Highway.

This is to confirm that our claim of error has been withdrawn and that we will accept the contract for the above project.

Very truly yours,

S. S. MULLEN CONSTRUCTION

William E. Johnson
William E. Johnson
Vice President

WEJ:wa

NOTED
R. L. PORTER

RECEIVED
DEC 8 1969
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FLOYD QUERY
12-5-69

BOX 3886, SEATTLE, WASH. 98124 ♦ 220 SOUTH RIVER STREET ♦ (206) 763-2121

RECEIVED
DEC 8 - 1969

OREGON STATE
HIGHWAY DEPARTMENT

DIVISION 1

P. O. BOX 02157 • PORTLAND, OREGON • 97202 • Phone 654-7741

[illegible]

7319

December 4, 1969

REFERRED TO
Porter
BY ASST. STATE HWY. ENGR.
Info.

County of Hood River
Board of Commissioners
County Courthouse
Hood River, Oregon 97031

Attention: Mr. A. H. Almcrantz
County Executive

Fountain Slide Correction
Columbia River Highway
Hood River County

Gentlemen:

Thank you for the opportunity of attending your meeting on December 3, 1969 to discuss our recently contracted Fountain Slide project, and in particular our contractor's operation in connection with his removal of the slide material, and the possibilities of deriving mutual benefits to all parties from the utilization of the slide materials. I believe that your meeting was most helpful and enabled all of us to achieve a better understanding of the situation.

As indicated, we are most concerned about the stability of the area south of the Columbia River Highway. We know from past experience that redistribution of materials in this area can and does cause slides which are disruptive to both the highway and the railroad. The Fountain Slide itself is evidence of this. Prior to the letting of this correction contract for the removal of something in excess of a million and a half cubic yards, a determination was made that the materials must be completely removed from the area so as not to chance the triggering of another slide.

When our contractor decides on his method of hauling and points of deposit, he will most likely find it necessary to undertake improvement work on any haul route that he would choose to utilize. This was, I am sure, anticipated by the prospective bidders on the project, and these roadway improvements should prove advantageous to the county. We will

NOTED
F. B. KLABOE

expect our contractor to develop his haul roads, in so far as practical, from material outside of the slide removal section itself. We would give careful consideration to any proposal that the contractor would make for utilizing some of the slide materials in his haul road development. However, we have to bear in mind that the intent of the job is to remove the slide material from the area, so any major embankment work undertaken with the slide materials would be contrary to the basic concept of this project, contrary to the specifications, and consequently could not be allowed.

We will cooperate in any way possible, consistent with the difficult job that must be done to improve conditions in this slide area.

Yours truly,

L. W. Rulien
Division Engineer

LWR:fb
cc F. B. Klaboe
F. B. Morgan
W. J. Scofield

RECEIVED
DEC 5 1969
OFFICE OF
STATE HIGHWAY ENGINEER

DEC 5 - 1969

FOR FILM.

I-80N-2(48)48

7319

December 4, 1969

S. S. Mullen Construction, a
  division of Mullen Corporation
P. O. Box 3886
Seattle, Washington 98124

Gentlemen:

Enclosed are three copies of Contract No. 7319 for $1,673,210.00 awarded to you by the State Highway Commission on December 1, 1969. This contract is for grading and paving on the Fountain Slide Section of the Columbia River Highway in Hood River County.

Two of these copies should be signed on the contract and bond pages and returned to this office for completion. Please follow exactly the instructions given on the blue slip attached to the contract.

The third copy of the contract stamped "Advance Copy to be Retained by Contractor" is furnished for your information pending receipt of a fully executed copy.

You will note that the contract has been prepared in the name of S. S. Mullen Construction, a division of Mullen Corporation. This agrees with the manner in which the Mullen Corporation is prequalified with us according to information furnished to us from your company in October, 1969. We should point out that the contract is with the Mullen Corporation and that S. S. Mullen Construction is merely a division of this corporation; therefore, in signing the contract please have it executed by the president and the secretary of Mullen Corporation.

The calendar workday count on this contract will begin March 2, 1970, as outlined in Article 8-7, Paragraphs 4 and 5, under General Special Provisions and superseding Paragraph 8-7, under Section 8 of the Special Provisions.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cr
Enclosures

bc: D. J. Barbee
    L. W. Mullen
    Willard Scofield
    Pacific Builder & Engr., Inc., Seattle, Wash.
    Daily Journal of Commerce, Seattle, Wn., & Portland, Ore.

RECEIVED
JAN 27 1970

FOR FILING

I-80N-2(48)48
7319

Bid
Nov 13

December 1, 1969

S. S. Mullen Construction, a
Division of Mullen Corporation
P. O. Box 3886
Seattle, Washington 98124

Gentlemen:

The State Highway Commission today awarded to you State Highway Contract No. 7319 for grading and paving on the Fountain Slide Section of the Columbia River Highway in Hood River County.

This award was based on your bid of $1,675,210.00 which was the low bid submitted to the Commission on November 13, 1969, for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cr

bc: Frank Morgan
D. J. Barbee
I. D. Merchant
William Geibel (SAIF)
L. W. Rulien
Willard Scofield

RECEIVED
DEC 2 - 1969
FOR FILING

I-80N-2(48)4
7319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 26, 1969

SUBJECT: Fountain Slide Section
I-80N, Hood River County

To: Memo to File

On this date, Chairman Jackson approved the award of the project on the Fountain Slide Section of I-80N for which bids were received on November 13 to S. S. Mullen, Inc. of Seattle, Washington.

R.L.P.

R. L. Porter
Deputy State Highway Engineer

RLP:ms
cc Forrest Cooper
F. B. Klaboe
Victor D. Wolfe
Floyd Query
L. H. Young

RECEIVED
NOV 17 1969
FOR

Form FHWA-121 (12-67)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

I-80N-2(48)48

DATE: November 13, 1969

In reply refer to: 08-35-EC

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

7319

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

Klaboe

SUBJECT: Oregon Project I-80N-2(48)48
Fountain Slide Section
Proposed Railroad Agreements

The proposed Union Pacific Railroad agreements for the subject project transmitted with Mr. Litchfield's November 7, 1969 letter have been reviewed in detail and are found to be generally acceptable as to form.

We would like to suggest, however, that the provision for the construction of the two culvert pipes under the railroad at milepoints 48.16 and 48.50 be deleted from this agreement and made the subject of a separate agreement. This work, which is completely unrelated to the subject project, was approved and authorized on January 19, 1969 under Project I-80N-2(43)43, Cascade Locks - Mitchell Point, Railroad Adjustment, and must be charged to that project. Its inclusion in these agreements unnecessarily complicates the administration of these projects, especially when the estimate for that work appears to contain costs chargeable to both projects.

NOTED
F.B. KLABOE

11-17-69

REFERRED TO
Litchfield - Young
BY ASST. STATE HWY. ENGR

RECEIVED
NOV 14 1969
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
NOV 17 19

OREGON STATE HIGHWAY DEPARTMENT

~~HIGHWAY BUILDING~~ • SALEM, OREGON • 97310 • Phone 364-2171

I-80N-2(48)48
7319

~~November 10, 1969~~
11-13-69

Mr. William S. Cox
Director
Division of State Lands
20 Agriculture Building
Salem, Oregon 97310

Dear Mr. Cox:

Reference is made to your letter of November 3 concerning the fill proposed in connection with the Fountain Slide Project within the Bonneville Pool at Columbia River Mile 152 in Sections 32 and 33, Township 3 North, Range 8 East.

We have no plans that would require this property for any development from the State Highway Division or the State Parks Division. Therefore, as far as we are concerned, after the project has been completed, you may do whatever you desire with the reclaimed property.

Very truly yours,

Forrest Cooper
State Highway Engineer

By ORIGINAL SIGNED BY
E. B. KLABOE

F. B. Klaboe
Assistant State Highway Engineer

FBK:srb

cc: Forrest Cooper
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
D. J. Barbee
David Talbot

NOTED
LLOYD P. SHAW

Nov. 13 I called Russ Cannon and explained our lack of interest in the waste area. Also that environmental control by other agencies may be in order.
Shaw

RECEIVED
UI NOV 18 1969
FOR FILING
I-80N-2(48) 48
7319

November 12, 1969

Oregon State Highway Commission

Gentlemen:

There will be on the agenda for the November 18 meeting a construction agreement and a haul road agreement with the Union Pacific Railroad Company providing for the construction of the Fountain Slide Section of the Columbia River Highway in Hood River County and the disposal of the slide material.

These agreements are the standard form prepared by the Union Pacific Railroad Company and provide for the State to reimburse the Railroad for all expenses it incurs as a result of this project. The construction agreement, in addition to work pertinent to this project, also provides for the installation of two culverts which has been accomplished but not covered in any previous formal agreement with the Railroad. They are included here as a housekeeping matter.

The construction agreement grants the State an easement across Railroad property over which the slide material may be hauled. The 6.2-acre parcel of property being acquired by the State from the Railroad encompasses the area of Railroad property occupied by the slide.

The State is to reimburse the Railroad for all its expenses which are estimated to be $14,935, including $2,780 for the installation of the two culverts. The balance of the cost covers preliminary and construction engineering and engineering inspection. The State is also to pay the Railroad a consideration of $7,650 for the temporary easement and the 6.2-acre parcel of property.

The haul road agreement is a standard form prepared by the Railroad covering a contractor's use of a private grade crossing. All of its provisions will be passed on to the contractor by our specifications and should result in no additional cost to the State.

We recommend your approval of these two documents.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc: Floyd Query
F. B. Klaboe
V. D. Wolfe
F. D. Morgan (Attn: T. W. Litchfield)
G. E. Rohde (Attn: Jack Sollis)
V. E. Skoog
L. H. Young
L. R. Rulien

TWL:fw sr

RECEIVED
NOV 21 1969
FOR FILING

I-80N-2(48)48
7319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 10, 1969

SUBJECT: Construction Agreement - UPRR
Fountain Slide Section
Columbia River Highway
Hood River County

To:

Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

Herewith you will find duplicate counterparts of a construction agreement covering the above-captioned project. You will also find attached duplicate counterparts of a haul road crossing agreement covering the use of the existing private Railroad grade crossing opposite the Herman Creek Interchange.

The construction agreement is actually the fifth supplemental agreement to the UPRR-State Agreement dated June 10, 1963, covering the Cascade Locks-Mitchell Point Section. Included in this agreement is the installation of two culverts under the railroad at Railroad M.P.'s 48.16 and 48.50. This work has been approved previously by the Bureau of Public Roads and has been performed by Railroad forces. It has been included in this agreement since it has not been covered in any formal agreement between the Railroad and the State. The remainder of the agreement pertains to the removal of the Fountain Slide, granting a temporary haul road easement and conveyance of 6.2 acres of property.

This is the standard form of construction agreement prepared by the Union Pacific Railroad Company and provides for the State to reimburse the Railroad for all costs they incur as a result of this project. The expense for which the State is to reimburse the Railroad is detailed in Exhibit "R" and totals $14,935. This includes preliminary and construction engineering, engineering inspection and the installation of the two culverts. The agreement also provides that the State pay the Railroad a consideration of $7,650 for the temporary easement and the 6.2 acres of property.

The haul road agreement is a standard contract prepared by the Union Pacific Railroad Company for any contractor using a private grade crossing over the railroad. All of its obligations are passed on to the contractor and should result in no additional cost to the State.

These agreement have been reviewed and approved by the State's Legal, Design and Construction Divisions. We now recommend your approval and request you place them on the agenda for the Commission meeting of November 18, 1969.

After these agreements have been signed by the Commission, they should be sent to Mr. Jack Sollis for further handling with the Railroad. The construction agreement should be returned to the Railroad in the usual manner. The haul road agreement should be retained by the State until the contract is awarded, after which it should be presented to the contractor for his execution. After this agreement is signed by the contractor, it should be returned to the Railroad for their execution.

The Xerox copy of each of these documents should be retained in Mr. Query's files until the executed documents are returned from the Railroad.

F. D. Morgan
Construction Engineer

By
T. W. Litchfield
Utilities Liaison Engineer

TWL:ss:fw

SENT TO BPR FOR APPROVAL ON 11-7-69
I

Attach.

cc Jack Sollis

P

RECEIVED
NOV 10 1969

FOR FILING

I-8CN-2(48) 48
7319

3110

November 10, 1969

Mr. William S. Cox
Director
Division of State Lands
20 Agriculture Building
Salem, Oregon 97310

Dear Mr. Cox:

Reference is made to your letter of November 3 concerning the fill proposed in connection with the Fountain Slide Project within the Bonneville Pool at Columbia River Mile 152 in Sections 32 and 33, Township 3 North, Range 8 East.

We have no plans that would require this property for any development from the State Highway Division or the State Parks Division. Therefore, as far as we are concerned, after the project has been completed, you may do whatever you desire with the reclaimed property.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

FBK:srb

cc: Forrest Cooper
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
D. J. Barbee
David Talbot

RECEIVED
NOV 7 1969

FOR FILE

I-80N-2(48)48
7319

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 4, 1969

SUBJECT: Fountain Slide Area

To: Mr. David Talbot
State Parks Superintendent
BUILDING

In response to your request today during our phone conversation I am sending you a copy of the letter from the Director of the Division of State Lands. I have this letter on an assignment from Mr. Klaboe.

I am informing Mr. Klaboe and Mr. Shaw, by a copy of this letter, that you are reviewing this matter also and your comments as well as ours should be considered in the reply to the Division of State Lands.

D. J. Barbee
Design Engineer

By:
ORIGINAL SIGNED BY
DONALD L. TROUT

Donald L. Trout
Design Office Engineer

DLT:ak
Enclosure

cc: Mr. F. B. Klaboe
Mr. L. P. Shaw ✓

NOTED
LLOYD P. SHAW

RECEIVED
NOV 5 1969
OFFICE OF
STATE HIGHWAY ENGINEER

1859

DIVISION OF STATE LANDS

OFFICE OF THE DIRECTOR

20 AGRICULTURE BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

OREGON STATE LAND BOARD

TOM McCALL
Governor

CLAY MYERS
Secretary of State

ROBERT STRAUB
State Treasurer

WILLIAM S. COX
Director

November 3, 1969

Fountain Slide Area

Mr. F. B. Klaboe
Assistant State Highway Engineer
State Highway Department
Salem, Oregon 97310

Dear Mr. Klaboe:

A fill of state-owned submersible and submerged lands within the Bonneville Pool at Columbia River Mile 152 in Sections 32 and 33, Township 3 North, Range 8 East, has been proposed in connection with the Fountain Slide Project.

Under law, our department has two possible routes to take regarding the created new lands. We may sell them to the adjoining riparian owner or we may withdraw such lands per ORS 274.940.

In order that our Board may be fully aware of your plans and desires, please advise within 10 days since we anticipate an application to purchase by the riparian owners. ✓

Sincerely,

William S. Cox
WILLIAM S. COX
DIRECTOR

WSC:bks

Routing
Barbee
Hall
A. Olson
Sample
Terpin
Swanson

RECEIVED
NOV - 4 1969
DESIGN DIVISION

Trout
Wills
Hecklemen
Scott
R. Olson
Carstensen

RECEIVED
NOV 4 1969
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 2-30 (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
October 13, 1969

To: MEMORANDUM TO THE FILES:

SUBJECT: Corp of Army Engineer Permit
80-N Fountain Slide Section
Columbia River Highway

On this date, October 13, 1969, Frank Terpin and I met with John K. Payne of the Permit Section of the Corp of Army Engineers in Portland to consummate our application for filling in the Columbia River adjacent to the Hinsdale property as disposal area for the Fountain Slide Project.

A copy of the letter from William S. Cox, Director of the Division of State Lands, releasing the hold placed by his office on the issuing of the permit was handed to Mr. Payne who stated that there were no more questions on the application and that the permit would be issued by October 17th.

ORIGINAL SIGNED BY
FRANK L. HALL

FRANK L. HALL
Assistant Design Engineer

FLH/bdr
✓cc: Mr. F. B. Klaboe

RECEIVED
OCT 14 1969
OFFICE OF
STATE HIGHWAY ENGINEER

DIVISION OF
STATE LANDS

OFFICE OF THE DIRECTOR

20 AGRICULTURE BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

OREGON STATE
LAND BOARD

TOM McCALL
Governor

CLAY MYERS
Secretary of State

ROBERT STRAUB
State Treasurer

WILLIAM S. COX
Director

copies 10-10-69

ASSIGNED TO
Barba - Young
By Asst. State Hwy. Engr

October 8, 1969

Fountain Slide Area

Mr. F. B. Klaboe
Assistant State
Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Klaboe:

Everybody has waited long enough for a decision on the Fountain Slide material disposition. Originally, the Division requested a delay so that we could clarify ownership of the parcel to be filled. This clarification required an Attorney General's opinion. The opinion, which is supposed to be an up date of an older opinion, has not been received by the Division.

The project should proceed. This letter (carbon copy is being sent to Water Resources) is the Division's release of the hold placed on Corps of Engineers permit.

The choices are three: First, if the State does own the filled land, this land can be sold as new lands to the riparian owner; or, second, reserved under ORS 274.940 as recreational lands and used as a park. Several members of your staff thought this would be a good idea. The third alternative is that we are filling private land and the State should derive some consideration for its fill material.

The Corps of Engineers has recently indicated that they may not grant a permit in this area, but rather okay the fill if it was placed on their lands so that the lands created will belong to them.

I will forward a copy of the Attorney General's Opinion to you as soon as we receive it.

NOTED
F. B. KLABOE

Sincerely,

William S. Cox

William S. Cox
Director

WSC:mfh
cc: State Water Resources Board

RECEIVED
OCT 27 1969
FOR FIL

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

I-80N-2(48)48
7319

Salem Office
October 24, 1969

MISC. CONTRACTS and AGREEMENTS No. 3428

SUBJECT: Fountain Slide Fill
Permit from
Corps of Engineers

To: Mr. F. D. Morgan
Construction Engineer

BUILDING

Attached is a letter from the Corps of Engineers and a permit granting permission to dispose of excess material from Fountain Slide into the Columbia River.

I call your attention to the second paragraph of their letter and trust your personnel will follow through with this requirement.

D. J. BARBEE
Design Engineer

By Donald L Trout
DONALD L. TROUT
Design Office Engineer

DLT/bdr
cc: Floyd Query (with original ltr. and permit) ✓
C. G. Swenson (with attachment)
Frank Terpin (with attachment)
L. W. Rulien (with attachment)

NOTED
FLOYD QUERY

10-22-69

RECEIVED
OCT 28 1969
FOR FILING

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

I-80N-2(48)48

LETTER OF APPROVAL AND/OR AUTHORIZATION

PROJECT:	I-80N-2(48)48
SECTION:	FOUNTAIN SLIDE
WORK:	GRADE & PAVE
COUNTY:	HOOD RIVER

TO: MR. FORREST COOPER
STATE HIGHWAY ENGINEER
SALEM, OREGON

4319

Klaboe

FROM: R. E. SIMPSON
DIVISION ENGINEER
SALEM, OREGON

DATE PS&E APPROVED	DATE AUTHORIZED
OCTOBER 22, 1969	OCTOBER 22, 1969

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW:

- ☒ CONSTRUCTION – ADVERTISE FOR BIDS.
- ○ RIGHT OF WAY.
- ☒ OTHER (SPECIFY). AFTER AWARD CONCURRENCE YOU ARE AUTHORIZED TO PROCEED WITH CONTRACTOR'S FLAGGING IN AMOUNT OF $3,000 AND RAILROAD PROTECTIVE SERVICES IN AMOUNT OF $34,000 AS SHOWN IN YOUR ESTIMATE.
- ○ UTILITY ADJUSTMENT.
- ○ RIGHT OF WAY INCIDENTALS AND RELOCATION PAYMENTS.

REMARKS AND LIMITS OF AUTHORITY:

PS&E DOCUMENTS FOR THE SUBJECT PROJECT HAVE BEEN REVIEWED AND ARE APPROVED.

MR. YOUNG'S OCTOBER 20, 1969 REQUEST AND CERTIFYING STATEMENTS ARE ACCEPTED.

A SIGNED COPY OF THE TITLE SHEET IS RETURNED HEREWITH.

IF DEWATERING IS CONSIDERED NECESSARY TO STABILIZE THIS SLIDE FOLLOWING COMPLETION OF THIS CONTRACT, IT WILL BE CONSIDERED FOR INTERSTATE PARTICIPATION.

OUR AUTHORIZATION IS CONDITIONED ON YOUR OBTAINING ALL NECESSARY PERMITS AND RIGHTS OF ENTRY PRIOR TO OUR CONCURRENCE IN AWARD.

orig to Young
w/Enc.
10-28-69

NOTED
F. B. KLABOE

RECEIVED
OCT 28 1969
OFFICE OF
STATE HIGHWAY ENGINEER

OFFICE USE

DATE	SIGNATURE OF APPROVING OFFICIAL	TITLE
10-22-69	Green for R. E. SIMPSON	DIVISION ENGINEER

RECEIVED
OCT 15 1969

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

I-80N-2(48)48
7319

October 14, 1969

Union Pacific Railroad Company
Pittock Block
Portland, Oregon 97205

ATTENTION: O. W. Ryan, Director
Land & Industrial Development

Re: Consideration for Right of Way
R/W File 43684
Fountain Slide Section
Columbia River Highway
Hood River County
Project No. I-80N-2 (48) 48
YOUR FILE: 300-15

Gentlemen:

This is in reply to your letter of October 8, 1969 wherein you request a breakdown of the consideration offered in our letter of September 18, 1969 as to land, easement and timber.

This is to advise that the breakdown is as follows:

	Parcel No. 1 - 6.2 Acres	Parcel No. 2 - 2.4 Acres
Land	$ 155	$0
Timber	$7,495	Included in Parcel 1
Total offer	$7,650	

We trust this will supply you with sufficient information so you may now proceed with the completion of the construction agreement.

RMF:ss

Very truly yours,

F. D. Morgan
Construction Engineer

By:

T. W. Litchfield
Utilities Liaison Engineer

cc: R. E. Simpson (w/copy of UPRR letter)
F. B. ~~Klaboe~~ "
L. H. Young "
D. J. Barbee "
V. E. Skoog "
Jack Sollis "
F. W. Yarbrough "
D. H. Moehring "
L. W. Rulien "
Jack Hesla "
L. C. Grothaus "

RECEIVED
OCT 14 1969
OFFICE OF
STATE HIGHWAY ENGINEER

UNION PACIFIC RAILROAD COMPANY

1869 1969

LAND DIVISION
PITTOCK BLOCK PORTLAND, OREGON 97205

O. W. RYAN
~~Manager of Property~~ Director - Land & Industrial Development
D. D. GLANZMAN
General Tax Agent

L. A. FISHER
General Industrial Agent

October 8, 1969

300-15

Mr. F. D. Morgan
Construction Engineer
Oregon State Highway Department
Highway Building
Salem, Oregon 97310

Attention: Mr. T. W. Litchfield
Utilities Liaison Engineer

Dear Mr. Morgan:

Reference is made to your letter dated September 18, Right of Way file No. 43684 Fountain slide section, Columbia River Highway, Hood River County, Project No. I-80N-2 (48) 48, consideration $7,650.00.

I would appreciate receiving a breakdown on the consideration as to land, easement and timber.

Very truly yours,

O W Ryan

Routing E

Morgan
Decker
Bond
Walker
Boehme
Johnson

RECEIVED
OCT [illegible] 1969
CONSTRUCTION DIVISION

Pease
Swan
Glenn
/ Litchfield
Gallagher
Stein

cc: Sollis 10-9-69

RECEIVED
SEP 22 1969
FOR FIL

STATE OF OREGON 1859

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

I-80N-2(48)48
2319

September 18, 1969

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. W. G. Johnson

Re: Consideration for Right of Way
Right of Way File No. 43684
Fountain Slide Section
Columbia River Highway
Hood River County
Project No. I-80N-2 (48) 48
YOUR FILE: D 315-2-8

Gentlemen:

With our letter of August 21, 1969 we submitted to you a portion of our Right of Way Map No. 6B-35-6 on which was shown the property we wish to acquire from you to accommodate the removal of this slide material and the easement we wish to acquire to accommodate a haul road through the remainder of your property. Herewith you will find attached four (4) copies of the legal description of this property.

Our appraisals are now complete and we are prepared to offer you $7,650.00 as consideration for the two (2) parcels of property contained in our Right of Way File No. 43684.

If this offer is acceptable please complete the construction agreement which you are now preparing and submit to us as soon as possible. We propose to open bids for this project on October 23, 1969 and it will be necessary to have a permit of entry or the construction agreement from you not later than October 2, 1969 so that we may advertise this project. In light of the pressing need to proceed with this work, we solicit your cooperation to meet this deadline.

Very truly yours,

F. D. Morgan
Construction Engineer

By: ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

TWL:ss
cc: R. E. Simpson
F. B. Klaboe
L. H. Young
D. J. Barbee
V. E. Skoog
J. L. Sollis
F. W. Yarbrough
D. H. Moehring
L. W. Rulien
Enclosure
Jack Hesla
L. C. Grothaus

RECEIVED
SEP 19 1969
OFFICE OF
STATE HIGHWAY ENGINEER

9-9-69

SHAREHOLDER'S AND BOARD OF DIRECTORS' CONSENT TO ACTION

BY

S. S. MULLEN, INC.

By their signatures hereto and in accordance with R.C.W. 23A.44.090 and R.C.W. 23A.08.345, the sole shareholder of all the issued and outstanding stock of the corporation and all of the directors of the corporation hereby give their consent to the corporation to make, subscribe, certify, and adopt the following Amendment to the Articles of Incorporation of S. S. MULLEN, INC., which shall be amended by deleting the present First Article and substituting therefor the following:

"The name of this corporation shall be MULLEN CORPORATION."

DATED this 9th day of September, 1969.

S. S. MULLEN, JR.
Director and Shareholder

Roy Brown
ROY S. BROWN
Director

William E Johnson
WILLIAM E. JOHNSON
Director

PAUL R. CRESSMAN
Director

Charles D. Bisordi
CHARLES D. BISORDI
Director

NO. 57.12-A AMENDED CERTIFICATE OF AUTHORITY

File No. F-8738

State of Oregon

CORPORATION DEPARTMENT

Amended Certificate of Authority

OF

S. S. MULLEN, INC.

The undersigned, as Corporation Commissioner of the State of Oregon, hereby certifies that duplicate originals of an Application for an Amended Certificate of Authority to transact business in this State, duly signed and verified pursuant to the provisions of the Oregon Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, as such Corporation Commissioner, and by virtue of the authority vested in him by law, hereby issues this Amended Certificate of Authority to transact business in this State under the name of MULLEN CORPORATION *and attaches hereto a duplicate original of the Application for such Amended Certificate.*

In Testimony Whereof *I have hereunto set my hand and affixed hereto the seal of the Corporation Department of the State of Oregon, at Salem, this* 20th *day of* October *, 19*69.

Frank J. Healy
Corporation Commissioner

By
Chief Clerk

No. 36

Filing Fee: $5.00
Submit in duplicate

FILED
IN THE OFFICE OF THE CORPORATION COMMISSIONER OF THE STATE OF OREGON
OCT 20 1969
FRANK J. HEALY
CORPORATION COMMISSIONER

Application for Amended Certificate of Authority

of

MULLEN CORPORATION

To the Corporation Commissioner
of the State of Oregon:

Pursuant to the provisions of ORS 57.716 of the Oregon Business Corporation Act, the undersigned corporation hereby applies for an amended certificate of authority to transact business in the State of Oregon, and for that purpose submits the following statement:

1. A certificate of authority was issued to it by your office on November 17, 1966, authorizing it to transact business in the State of Oregon under the name of S. S. MULLEN, INC.

①2. Its corporate name has been changed to MULLEN CORPORATION

②3. The name which it elects to use hereafter in the State of Oregon is MULLEN CORPORATION

Dated October 10, 1969

③ MULLEN CORPORATION

By S S Mullen Jr.
Its President

and Roy Brown
Its Secretary

STATE OF Washington }
County of King } ss.

I, Donna L. Spencer, a notary public, do hereby certify that on this 10th day of October, 1969, personally appeared before me S. S. Mullen, Jr. and Roy S. Brown, who each being by me first duly sworn, severally declared that they are the .... President and .... Secretary, who signed the foregoing document as such officers of said corporation, and that the statements therein contained are true.

Donna L. Spencer
Notary Public for State of Washington
My commission expires: April 4, 1973

Notes: ①If the corporate name has not been changed, insert "No change".
②If the new name of the corporation does not contain the word "corporation", "company", "incorporated", or "limited", or any abbreviation of one of such words, insert the name of the corporation with the word or abbreviation which it elects to add thereto for use in this state.

FILED
IN THE OFFICE OF THE CORPORATION COMMISSIONER OF THE STATE OF OREGON
OCT 20 1969
FRANK J. HEALY
CORPORATION COMMISSIONER

Application for Amended Certificate of Authority
of

MULLEN CORPORATION

To the Corporation Commissioner
of the State of Oregon:

Pursuant to the provisions of ORS 57.716 of the Oregon Business Corporation Act, the undersigned corporation hereby applies for an amended certificate of authority to transact business in the State of Oregon, and for that purpose submits the following statement:

1. A certificate of authority was issued to it by your office on November 17, 1966, authorizing it to transact business in the State of Oregon under the name of S. S. MULLEN, INC.

②2. Its corporate name has been changed to MULLEN CORPORATION

②3. The name which it elects to use hereafter in the State of Oregon is MULLEN CORPORATION

Dated October 10, 1969

③ MULLEN CORPORATION

By S S Mullen Jr.

Its ____________ President

and Roy Brown

Its ____________ Secretary

STATE OF Washington,
County of King } ss.

I, Donna L. Spencer, a notary public, do hereby certify that on this 10th day of October, 1969, personally appeared before me S. S. Mullen, Jr. and Roy S. Brown, who each being by me first duly sworn, severally declared that they are the ____________ President and ____________ Secretary, who signed the foregoing document as such officers of said corporation, and that the statements therein contained are true.

Donna L Spencer

Notary Public for State of Washington

My commission expires: April 4, 1973

Notes: ①If the corporate name has not been changed, insert "No change".
②If the new name of the corporation does not contain the word "corporation", "company", "incorporated", or "limited", or any abbreviation of one of such words, insert the name of the corporation with the word or abbreviation which it elects to add thereto for use in this state.
③Exact corporate name of the corporation making the application.
Send to Corporation Commissioner, 301 Labor and Industries Bldg., Salem, Oregon 97310.

RECEIVED
AUG 26 1969

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

I-80N-2(48)48
7319

August 21, 1969

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. W. G. Johnson

Re: Acquisition of Right of Way
Fountain Slide Section
Columbia River Highway
Hood River County
Project No. I-80N-2 (48) 48
YOUR FILE: D 315-2-8

Gentlemen:

Reference is made to our letter of June 10, 1969 which transmitted four (4) prints of a portion of a map showing your ownership in Lot 3, Section 34, Township 3 North, Range 3 East, Willamette Meridian, which we wished to acquire for repair of the above subject project.

Per Mr. T. J. Scanlon's verbal request of August 19, 1969, you will find enclosed four (4) prints of a portion of our right of way map No. 6B-35-6 which shows outlined in red that portion of your ownership which the State will require for the slide correction. Shown also outlined in green is the temporary easement required for a haul road.

If further information is required, please contact this office.

Very truly yours,

F. D. Morgan
Construction Engineer

By:

for T. W. Litchfield
Utilities Liaison Engineer

JMC:ss
Enclosure

cc: R. E. Simpson
F. B. Klaboe
L. H. Young
D. J. Barbee
V. E. Skoog
Jack Sollis
F. W. Yarbrough
D. H. Moehring
L. W. Rulien
Jack Hesla
L. C. Grothaus

RECEIVED
AUG 22 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 16 1969
FOR FILING

FORM 2-20 (12-67)

I-80N-2(48)48
7319

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97202
July 9, 1969

SUBJECT:
Fountain Slide
Columbia River Highway
Cascade Locks-Mitchell Pt. Sec.

To: Memo to the File

On this date, July 9, 1969, Mr. Tom Burgess, secretary of the Columbia River Gorge Commission, called and advised me that he had been up through the Fountain Slide area with the Gorge Commission on July 8, 1969, and had explained our intended project to them and that they had no objections to offer.

L. W. Rulien
Division Engineer

LWR:fb
cc F. B. Klaboe
D. H. Barbee
F. D. Morgan

NOTE
F. B.

7-16-69

REFERRED TO
copies to Young - Shaw
By Asst. State Hwy. Engr
Info.

RECEIVED
JUL 10 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 26 1969
FOR FI

I-80N-2(18)41
7319

June 24, 1969

The District Engineer
U. S. Army EngineersDistrict, Portland
Post Office Box 2946
Portland, Oregon 97208

Dear Sir:

We request a permit to construct an embankment as shown on the attached map in the Columbia River on the following described property:

> Government Lots 1 and 2 of Section 32 and Government Lot 4 of Section 33, all in Township 3 North, Range 8 East of the Willamette Meridian, and the Northwest quarter of the Northwest quarter of Section 4 and the Northeast quarter of the Northeast quarter of Section 5, all in Township 2 North, Range 8 East of the Willamette Meridian.

The embankment will be constructed of approximately 1,715,000 cubic yards of mixed dirt and rock measured in place at the point of excavation (Fountain Slide). The top of the embankment will be constructed to a minimum elevation of 94.0.

An alternate method of disposal of the material would be by haul in legal vehicles on Interstate highway to some other location of such size on which the material could be placed. This would result in a hazard to the traveling public and in extra cost to the project.

We have completed an agreement with the Umpqua River Navigation Company on whose property the embankment will be made. The adjacent property owners are: the Port of Cascade Locks, Cascade Locks, Oregon 97014; U. S. Army Engineers

Original hand delivered
6-25-69

District, Portland; Charles R. Woodward, Post Office Box 86, Cascade Locks, Oregon 97014; and the Union Pacific Railroad, 2525 N. Larrabee Avenue, Portland, Oregon 97227, Attention W. G. Johnson, Superintendent, Oregon Division.

Very truly yours,

Forrest Cooper
State Highway Engineer

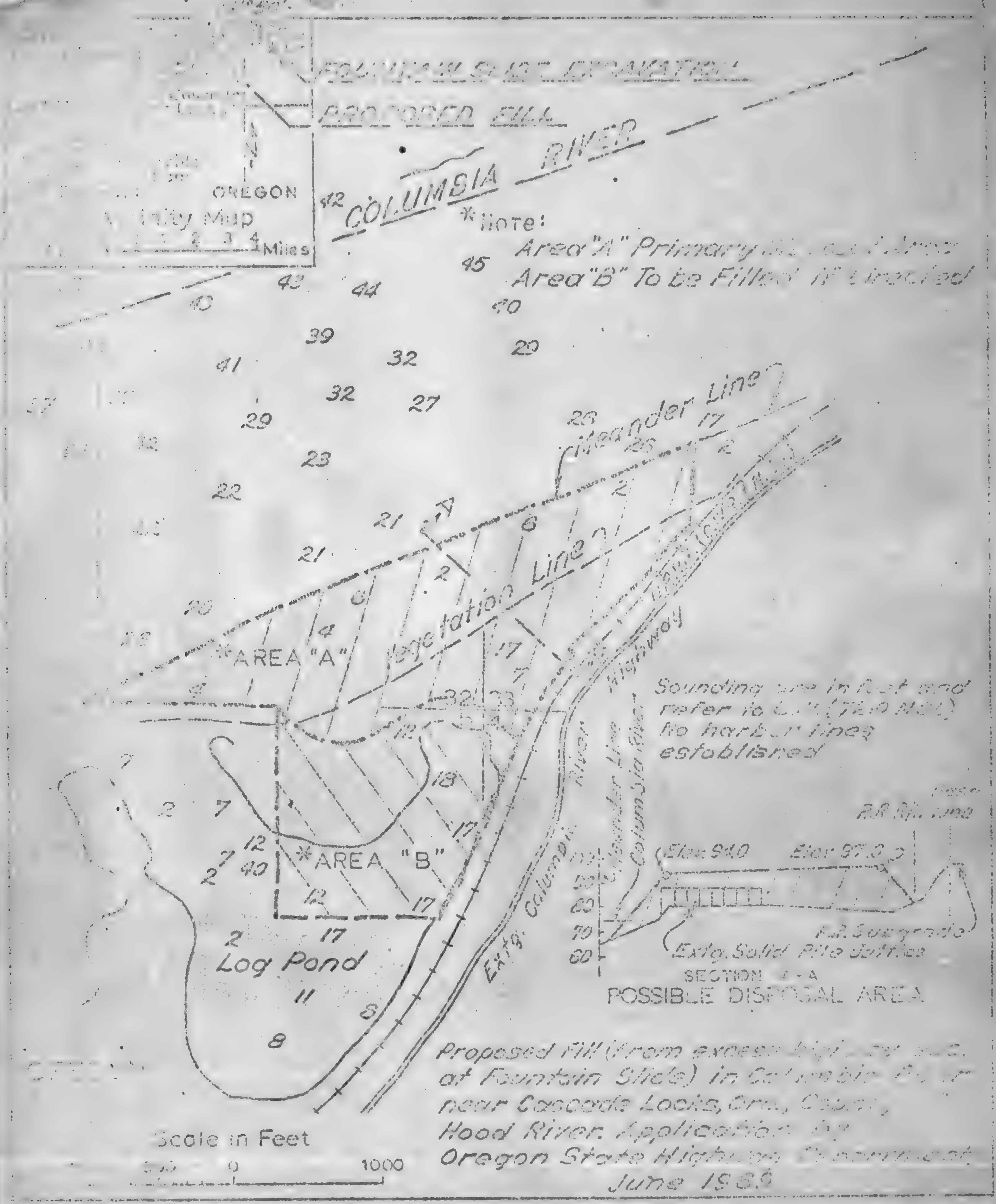
By

F. B. Klaboe
Assistant State Highway Engineer

Attach.

cc Forrest Cooper
R. L. Porter
V. D. Wolfe
D. J. Barbee
L. W. Rulien

FET:bdr fn



[illegible]

PROPOSED FILL

*Note:
Area "A" Primary [illegible] Area
Area "B" To be Filled if Directed

Sounding are in feet and refer to L.L.W. (72.0 MSL)
No harbor lines established

POSSIBLE DISPOSAL AREA

Proposed Fill (from excess highway [illegible] at Fountain Slide) in Columbia River near Cascade Locks, Ore., County Hood River. Application by Oregon State Highway Commission
June 1960

RECEIVED
JUN 11 1969

1859

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

I-80N-2(48)48
7319

June 10, 1969

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. W. G. Johnson

Re: Acquisition of Right of Way
Fountain Slide Section
Columbia River Highway
Hood River County
Project No. I-80N-2 (48) 48
YOUR FILE: D 315-2-8

Gentlemen:

Please refer to the 1 inch = 400 ft. map submitted to you with our letter of May 2, 1969. You will find attached four (4) prints of a portion of that map on which we have shown the portion of your ownership in Lot 3 of Section 34, Township 3 North, Range 8 East, Willamette Meridian, which we wish to acquire for the purpose of excavating slide material. You will be offered a value for this property based on our appraisals as soon as they are completed.

We also request a temporary easement for a haul road which will follow, approximately, the traverse shown on the map. Inasmuch as the disposal area and haul road will be made optional to the contractor, no settlement for the haul road easement will be made until after the contract is let and the contractor's plans are known. If he elects to use the haul road, the State will pay the Railroad $100.00 for this temporary easement. In addition any merchantable timber cut as a result of the construction of this haul road will be stockpiled at a site suitable to you adjacent to the haul road for your disposal and benefit.

Since we plan to open bids for this project on July 31, 1969, we solicit your early reply to this proposal.

Very truly yours,

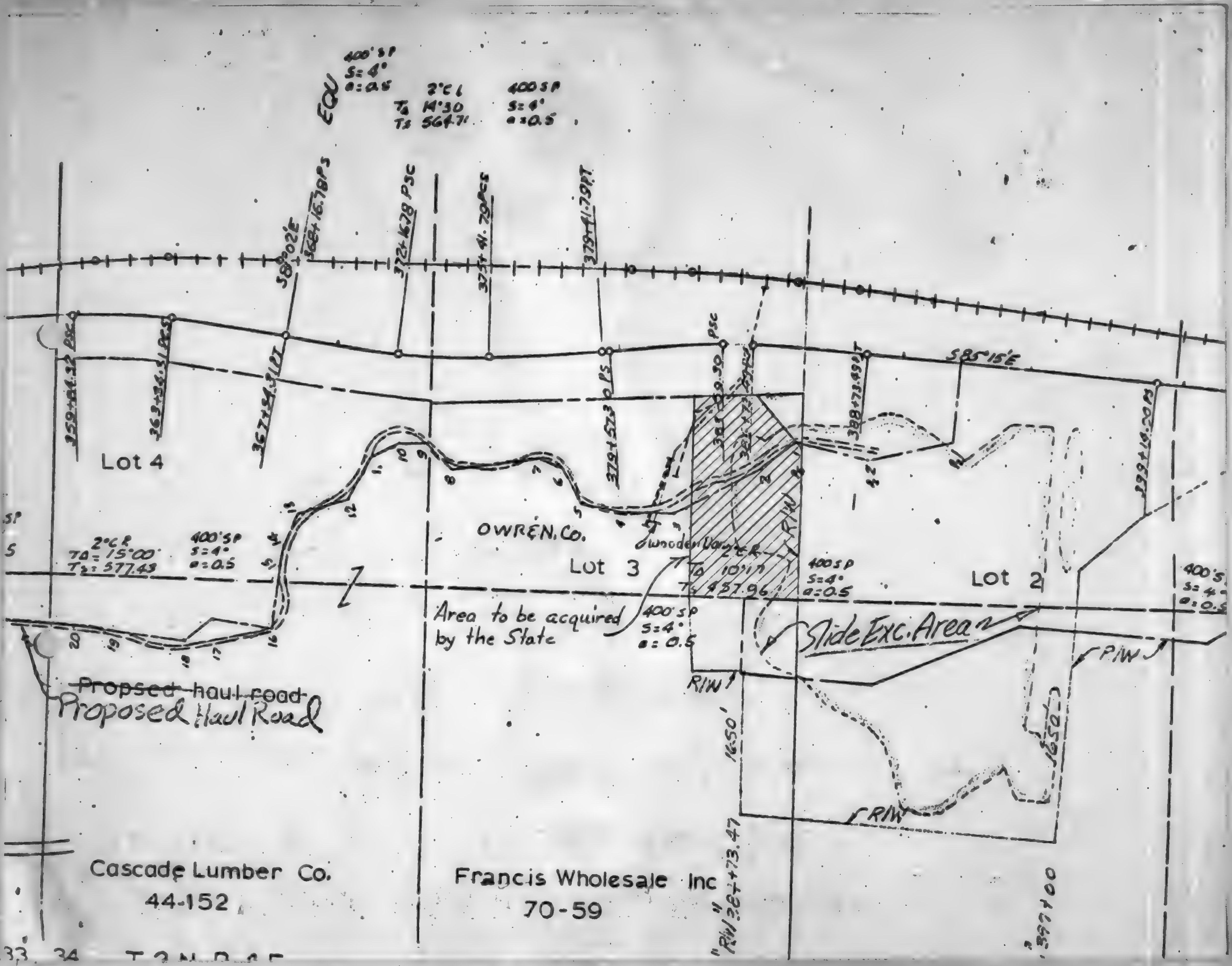
F. D. Morgan
Construction Engineer

By: ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

TWL:ss
Enclosure

cc: R. E. Simpson
F. B. Klaboe
L. H. Young
D. J. Barbee
V. E. Skoog
Jack Sollis
F. W. Yarbrough
D. H. Moehring
L. W. Rulien
Jack Hesla
L. C. Grothaus
(all with copies of map)

RECEIVED
JUN 10 1969
OFFICE OF
STATE HIGHWAY ENGINEER


400'SP
S=4°
a=0.5
EQU
2°CL
Ta 14°30
Ts 564.71
400SP
S=4°
a=0.5
359+84.32 PSC
363+34.31 PCS
367+34.31 PT
58°02'E
368+16.78PS
372+16.78 PSC
375+41.79PCS
379+41.79PT
379+57.30 PS
385+29.30 PSC
385+73.49PT
388+73.49PT
S85°15'E
393+14.20PS
Lot 4
2°CR
TA=15°00'
T2=577.43
400'SP
S=4°
a=0.5
OWREN.Co.
Lot 3
Lot 2
Owner Varz
2°CR
Ta 10°17
Ts 457.96
400SP
S=4°
a=0.5
Area to be acquired by the State
400'SP
S=4°
a=0.5
Slide Exc. Area
R/W
P/W
R/W
1650'
1650
~~Propsed haul road~~
Proposed Haul Road
Cascade Lumber Co.
44-152
Francis Wholesale Inc
70-59
"R/W" 384+73.47
397+00
400'S
S=4
a=0.5
33
34
T 2 N R 4 E

MAY 28 1969

GAME
COMMISSION
OFFICE OF THE DIRECTOR
P. O. BOX 3503 • 1634 S.W. ALDER ST. • PORTLAND, OREGON • 97208 • Ph. 222-9611

I-80N-2(48)48

7319

TOM McCALL
GOVERNOR

COMMISSIONERS
GEORGE L. HIBBARD, Chairman
J. PAT METKE, Vice Chairman
JOHN P. AMACHER, Member
JOSEPH W. SMITH, Member
JAMES W. WHITTAKER, Member

JOHN W. McKEAN
State Game Director

May 23, 1969

cc's sent 5-27-69
F.B. Klaboe/
F.D. Morgan
L.H. Young
G.C. Wills
F.E. Terpin (11)
T.C. Roake (11)
A.E. Johnson (4)
L.W. Rulien (6)
R.D. Asburry (8)
C.T. Keasey (2)
A.F. Parson (2)

State Highway Engineer
State Highway Department
Highway Building
Salem, Oregon 97310

Attention: Mr. Frank L. Hall

Dear Sir:

We have reviewed the project plan title sheets sent with your letter of May 19, 1969.

The projects are all approved as there will be no conflict with wildlife resources. The approved projects are listed below.

1. Fremont Bridge Section
   Stadium Freeway, Multnomah County
2. Nyberg Road Interchange Section
   Pacific Highway, Washington County
3. Fountain Slide Section
   Columbia River Highway, Hood River County
4. Kittridge Avenue (Portland) Channelization Section
   Columbia River Highway, Multnomah County
5. Division Street-Hilda Street (Oregon City) Section
   Cascade Highway, Clackamas County
6. Columbia River Highway-Old Portland Road Section
   FAS 574 (Gable Road), Columbia County
7. Ward Drive-Silverton Road Section
   FAS 741 (Lancaster Drive), Marion County
8. Crater Lake Highway-South Fork Reese Creek Section
   FAS 15-101, Jackson County

9. Powder River (McDougal) Lane Section
FAS 506, Baker County

10. Murder Creek Section
Pacific Highway, Linn County

11. Saddle Mountain Junction-Little North Fork Nehalem River
Section Sunset Highway, Clatsop County.

Regarding the final project listed, "Saddle Mountain Junction, Little North Fork Nehalem River Section," passage for fish should be maintained and precautions should be taken against siltation.

Very truly yours,

JOHN W. McKEAN
DIRECTOR

By R. O. Koski

R. O. Koski
Chief of Liberations

ROK:js

cc: Dir. OFC

RECEIVED
MAY 27 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 27 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 28 1969

I-80N-2(48)4
7319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 22, 1969

SUBJECT: Project Base Design Recommendation
Fountain Slide Section
Columbia River Highway
Hood River County

To: F. D. Morgan
Construction Engineer
OFFICE

Attention: G. L. Decker

The Design Division indicates that it will be necessary to replace the roadway between Station 385+50 to 387+50, and requested a Project Base Design for the subject section.

The original project as constructed in 1966 used a CBE Requirement of 26.0" (Immediate) with a planned 2.0" Asphaltic Concrete for "Final Application", or a total CBE Requirement of 30.0".

The following surfacing thickness depth is recommended for "Immediate" construction:

"R" Value = 11
Traffic Coefficient = 10.3
Crushed Base Equivalent Requirement (Immediate) = 26.0
Asphaltic Concrete (Actual Thickness) = 13.0"

1.0" Asphaltic Concrete = 2.0" Crushed Base

F. W. Yarbrough
Soils & Geology Engineer

C. J. Gregg
C. J. Gregg
Asst. Section Supvr.

cc: B.P.R.
Asst. State Highway Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Design Engineer
Specifications Engineer
Final Design Engineer
Division Geologist

NOTED
K. B. KLAUSE

RECEIVED
MAY 27 1969
OFFICE OF
STATE HIGHWAY ENGINEER

MAY 26 1969

5-22-69

FORM PR-48
(REV. 7-67)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

TRANSMITTAL AND REQUEST FOR INITIAL PROGRAM APPROVAL OF PROJECTS

(PPM 21-1)

Klaboe

STATE HIGHWAY DEPARTMENT: Oregon
DATE: 5/22/69
BY (Signature): Mr. Young's May 14, 1969 letter
TITLE:

CLASS OF FEDERAL FUNDS: ☒ FAI ☐ FAP ☐ FAU ☐ FAS ☐ OTHERS

STAGE 1 * ITEM NOS. ______ THRU ______

STAGE 2 ITEM NOS. 582 THRU 583

ITEM NO.	PROJECT NOS.	LENGTH (Miles)	TOTAL ESTIMATED COST	FEDERAL FUNDS	OTHER IDENTIFICATION AND/OR REMARKS (State) Location	Work
582	I-5-5(46)291	0.30	$285,000.00	$262,000.00	Nyberg Road Interchange Pacific Highway	Grading
583	I-80N-2(48)48	0.26	2,500,000.00	2,300,000.00	Fountain Slide Section Columbia River Hwy	Slide removal & repair

Young 5-26-69

REMARKS (Division)

You are authorized to proceed with the necessary preparatory work f. utilities adjustment on Item 582, Oregon Project I-5-5(46)291 and the necessary preparatory work for railway adjustments on Item 583, Oregon Project I-80N-2(48)48.

I-80N-2(48)48
7319

RECEIVED
MAY 23 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECOMMENDED		APPROVED	
DATE	SIGNATURE AND TITLE	DATE	SIGNATURE AND TITLE
		5-22-69	R. E. Simpson, Division Engineer

* Program approval and any authorization to proceed with a Stage 1 project shall not constitute any commitment of Federal funds nor shall it be construed as creating in any manner, any obligation on the part of the Federal Government to provide Federal funds for the undertaking.

FORM 2-120X 50 M 6-67

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
PENDLETON

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
MAY 20 1969
FOR FILING

I-80N-2(48)48
7319

May 19, 1969

Hood River County Board of Commissioners
Courthouse
Hood River, Oregon 97031

Attention: Mr. A. E. Almarante
County Administrator

Gentlemen:

The Oregon State Highway Department has tentatively scheduled the Fountain Slide Section for contract at the June 26 bid opening. This work will involve removing excess material from the slide area and disposing of said material outside the limits of the project.

It has been determined that State's contractor may wish to utilize the portion of county road, approximately as shown colored in orange on the attached sketch map, as a route for a haul road, and in this event the following shall apply:

State's contractor shall obtain from County the required permits for overweight and/or overwidth loads and shall furnish the necessary traffic control devices and flagmen for the handling of traffic on the county road portion of the route.

State's contractor shall also be responsible for maintenance of the county road during the interim of use thereof, and upon completion of the project said county road shall be returned to County in a condition at least as suitable as existed prior to contractor's use as a haul road, subject to inspection and acceptance by the Hood River County Board of Commissioners.

If the terms as set forth in this letter are acceptable to the Board of Commissioners, please indicate your approval by signature in the space provided below and return one copy to this office.

Very truly yours,

Forrest Cooper
State Highway Engineer

By
H. S. Cox
H. S. Cox
County and City Engineer

MCH:eb
bc F. B. Klaboe
D. J. Barbee
F. D. Morgan
L. W. Rulien

RECEIVED
MAY 19 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 19 1969

FOR FILING

I-80N-2(48)48
7319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97202
May 15, 1969

To:

Memo to the File

SUBJECT:

Fountain Slide
Cascade Locks-Mitchell Pt. Section
"Columbia Gorge Commission"

On Wednesday, May 14 at 10 A.M. Mr. Louis Grothaus, District Right of Way Supervisor, and I picked up Mr. Thomas Burgess, Secretary of the Columbia Gorge Commission, and drove up the Columbia River Highway to the Fountain Slide and viewed the slide from the highway. We took the Herman Creek Road up over the top of the slide and also looked at the most likely "disposal area."

Mr. Burgess' concern "as best as I could determine" related to the controls which we would exercise over the disposal of the slide materials. I had a copy of the preliminary plans and showed him the suggested disposal area (Hinsdale property) and the typical section which indicated that, if the material were disposed of at this point, it would be placed reasonably level and probably about up to the elevation of the railroad tracks. I did advise him that, to the best of my knowledge, we were not making this a mandatory disposal area, that conceivably a contractor could come up with an alternate source, and that our usual method of handling this would be to require that the method of disposal be "not unsatisfactory" to the engineer.

While out with Mr. Burgess, we also drove down to Hood River and returned via the scenic route. He requested that, if possible, he would appreciate a copy of our specifications as they would pertain to the wasting of this material. I told him that I would see that he got a copy just as soon as they are available.

5-19-69

NOTED
F. B. KLABOE

L. W. Rulien
Division Engineer

LWR:fb
cc F. B. Klaboe
D. J. Barbee
D.H. Moehrihg
L. C. Grothaus

RECEIVED
MAY 16 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 16 1969

I-80N-2(48)48
7319

May 14, 1969

Mr. R. B. Simpson
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon 97301

Dear Sir:

We are submitting program data for two projects, Items 582 and 583, which we desire to have included in the Federal Aid Interstate Highway Program.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Program and Planning Engineer

Inclosure
DAR:dg

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO D. O.

FORM PR-1
(REV. 4-61)

FEDERAL-AID PROG

(PPM 21-1)

CARD 2	REPORT NUMBER 1 (19) (20)	PROJECT LOCATION (45 typewriter spaces) 21 I-80N 3.9 Mi. E of Cascade Locks E 2.6 Mi. 65	ADT	PRESENT 6,700	FUTURE (66) 14,800 (70)	YEAR (71) 89 (72)

CARD 3	CHARACTER OF PROPOSED WORK (35 typewriter spaces) 26 Grade, Drain H.T. Pavement 62	NATL. FOREST (63) (65)	FH ROUTE NO. (66) (68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. AUTH YR (74) (75)

CARD 4	CLASS OF FEDERAL FUNDS Interstate	COUNTY NAME Hood Riv
	NAME OF URBAN AREA 17-31	ROUTE NO. I / FEDERAL-AID I-80N

ESTIMATED PROJECT COST B

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	CLASS	WORK TYPE	STEP	TERMINI (Full description)	MILES	TOTAL ESTIMATED COST	FEDERAL FUNDS
1	(14-15)	(16)	41	42	43 46	53		(54) (58)	(59) (66)	(67) (76)
5					PE		I-80N 3.9 Mi. E of Cascade Locks E 2.6 Mi.			
5					ROW		(Fountain Slide Section)			
5					CONST (CODE)			0.26	2,500,000	2,300,000

CARD 1	CODE 1	PREPARED BY	PROJECT TOTALS	0.26	2,500,000	2,300,000
1	14	PROGRAM APPROVAL DATES			(16) (23)	(24) (33)

Additional data: Items
I-80N-2(35) 43 and

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROGRAM DATA
(PPM 21-1)

Mi. (65)	**ADT**	PRESENT 6,700	FUTURE (66) 14,800 (70)	YEAR (71) 89 (72)	REGION 08	STATE NAME Oregon	STATE CODE (2) 35 (3)	APPN CODE (4) 042 (6)	ITEM NO. (14) 583 (18)	

					PROJECT NUMBER			I. Projects Only	
V AGCY	DA CLASSIF.	DA AREA	EMERG. YR.	PL. AUTH YR	PREFIX LETTER(S)	NUMBER	SEQ. NO.	POST MI.	DESIG.
(69)	(70)	(71)	(72) (73)	(74) (75)	14 I 23	7 80-2 (48)	13	(24) 48 (26)	N 27

COUNTY NAME	Hood River			CODE (14) 027 (16)	PROGRAM STAGE
ROUTE NO. I	FEDERAL-AID I-80N (32)	STATE 2 (36)	U.S. (37) I-80N (41)		☐ 1 OR ☒ 2

	ESTIMATED PROJECT COST BY PHASES				
MILES	TOTAL ESTIMATED COST	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	CHARACTER OF PROPOSED WORK (Full description)
(58)	(59) (66)	(67) (76)			Grade, Drain 4-12' lanes H.T. pave with 10' shldrs., 8.4' median.
0.26	2,500,000	2,300,000	200,000		ROW-300' normal; Access Control -full Parking Restrict. - Complete. RR adj. & protective service req. incl. prep. work.
0.26	2,500,000	2,300,000	200,000		
	(16) (23)	(24) (33)			

REMARKS

Additional data: Items I-36C, I-449 and I-545 Project Nos. I-80N-2(9) 43, I-80N-2(35) 43 and I-80N-2(43)43

Fountain Slide Section
Project No. I-80N-2( )48

Project Data:

The project consists of 1,560 cu.yds. of slide removal, grade, drain 4-12' lanes of high type pavement with 10' shoulders and 8.4' median, guard rail and median barrier. Railroad protective service will be necessary as we expect the contractor will not haul across the RR property.

RECEI[illegible]
APR 29 [illegible]9
FOR

1859

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

I-80N-2(48)-18
7369

April 24, 1969

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. W. G. Johnson

Re: Fountain Slide Correction
Cascade Locks-Mitchell Point Section
Columbia River Highway
Hood River County
Project No. I-80N-2 (8) 38
YOUR FILE: D 315-2-8

Gentlemen:

This is in response to your letter dated March 24, 1969, wherein you request the status of the State's proposal for correcting the above-captioned slide.

It has been decided that the slide will be unloaded in the manner described to your representatives at our field inspection on April 11, 1969, and that the material will be hauled to the west down the Herman Creek Road, under the highway, and across the existing private grade crossing ofyour tracks to the disposal area north of your tracks and adjacent to the river.

In order that we may accomplish this work it will be necessary for us to have from you the usual haul road crossing agreement covering our contractor's operations across your property. Inasmuch as we intend to open bids for this project on June 26, 1969, it would be very much appreciated if such an agreement could be in our hands by May 15, 1969, so that it may be executed by our Highway Commission at their meeting of May 28. Your cooperation in this regard will be sincerely appreciated.

It is understood that the State will reimburse the Railroad for all costs generated by this project in accordance with PPM 30-3 and all supplements thereto, and that the contractor will be required to supply the usual insurance.

Additional information will be supplied to you as it becomes available.

RECEIVED
APR 25 1969
OFFICE OF
STATE HIGHWAY ENGINEER

Very truly yours,

F. D. Morgan
Construction Engineer

By:

T. W. Litchfield
Utilities Liaison Engineer

TWL:ss
cc: R. E. Simpson (w/copy of UPRR letter)
E. B. Klaboe "
L. H. Young "
D. J. Barbee "
C. H. Maison "
Jack Sollis "
F. W. Yarbrough "
L. W. Rulien "
Jack Hesla "

UNION PACIFIC RAILROAD COMPANY
TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

2325 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

MARCH 24, 1969

File Ref. D 315 - 2 - 8

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Cascade Locks - Mitchell Point Section -
Columbia River Highway, Hood River County

Referring to your letter of May 27, 1968 and subsequent correspondence and discussions concerning State's investigation of slide and drainage conditions in vicinity of Railroad MP 47.8 easterly of Cascade Locks, Oregon:

Will you please let me know whether State has finished its study and if so furnish State's proposal for remedying the conditions, advising date State intends to commence.

Yours very truly,

W. G. Johnson

RECEIVED
MAR 2 1969
CONSTRUCTION
DIVISION

Routing
Morgan
Decker
Bond
Walker
Boehme
[illegible]
Pease E
Swan
Glenn
/ Litchfield
Gallagher
[illegible]

Copy to G L Decker

APR 29 1969

I-80N-2(4/8)4
7319

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 24, 1969

SUBJECT: Fountain Slide
I-80N
Columbia River Highway
Station 389

To:

MEMO TO THE FILES

On April 22, the following Bureau of Public Roads and OSHD personnel met in the Division I Soils Section office to discuss the subject-named slide:

For B.P.R. - Ray Schwegler, Glen Hossner and Dave Gedney

For O.S.H.D. - Don Haller, Fred Yarbrough, Dan Gano, Warren Paaso and G. L. Decker

After discussion in the office, the slide area itself was inspected.

An agreement was reached to proceed with a previously conceived unloading plan aimed at reducing the forces causing movement on the order of 25 to 30 per cent.

It was also agreed that provisions should be made at this time for a possible de-watering plan after unloading. The need for this would be determined by continued observations.

ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

GLD:fw
cc: Ray Schwegler
Glen Hossner
F. B. Klaboe
D. J. Barbee
L. H. Young
F. W. Yarbrough
L. W. Rulien
Dan Gano

F. B. KL

RECEIVED
APR 25 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 8 1969

UNITED STATES GOVERNMENT

FOR -

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: April 3, 1969

In reply refer to: 08-35-EC/400.1

copy 'No Hearing' file

I-8ON-2(48)48

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

7319

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

Klabon

SUBJECT: Oregon Project I-8ON-2( )47
Fountain Slide Correction
Columbia River Highway
Public Hearing Status

Based on the information included in your March 20, 1969 letter we have determined that no public hearing is required for this project.

This determination was made based on the fact that the work covered by this project was approved as stage construction to work previously completed under project I-80N-2(35)43.

4-7-69

Young
By Asst. State Hwy. Engr.

RECEIVED
APR 7 1969
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAR 21 1969
FOR FILING

March 20, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Fountain Slide Correction
Columbia River Highway
Oregon Project I-80N-2( )67

Dear Sir:

This project is scheduled for our May 15, 1969 contract bid opening, and accordingly, we are requesting a determination that public hearings are not required.

One parcel of right-of-way will be necessary in the slide area where excavation will be made to unload and balance the slide; also necessary will be a haul road easement to a disposal area. The property required for the slide extends up the slope and has very little value; there are no improvements involved; and its inclusion in the right-of-way will not have any adverse effect on the remaining property. The right-of-way project for this area has been authorized and is still open.

This is a continuation of the original construction for the section of highway completed in January 1968; the slide correction has been approved for stage construction by your memorandum of April 1, 1968. Approximately $100,000 was expended on this slide under Extra Work Order No. 3 Supplement No. 1, Contract No. 6358, Project No. I-80N-2(35)48.

This work does not alter the present highway or railroad, but will correct a natural structural deficiency and protect the present facility; and since this is a stage construction project, we feel it is in the public interest to proceed as planned without another hearing so this corrective work can be completed this summer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Program and Planning Engineer

cc: F. B. Klaboe
D. J. Barbee
R. W. Ellison
R. N. Chase
Ben Gifford

DAR:la

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

March 21, 1969

Mr. R. B. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon 97301

RE: Fountain Slide
I-80N
Columbia River Highway
Station 389

NOTED
F. B. KLABOE

ATTENTION: Mr. Gordon Brooks

Dear Sir:

As discussed in our meeting of March 17 in the Construction Engineer's office (this meeting attended by Gordon Brooks, Ray Swegler and Glenn Hossner for the Bureau of Public Roads, and Fred Yarbrough, Dan Gano and G. L. Decker for the State), we are submitting three copies of the report data on the subject named slide. Data submitted are:

1. Progress Report Folder
2. One map showing pertinent features
3. One X-section, Station 389, showing test borings
4. One Profile, A - F, Station 389, showing slip plane, and proposed unloading plan.

After study of the above data, it is our opinion that an unloading program offers the most effective correction measure for this slide. As proposed, it is intended to reduce the forces causing movement on the order of 25 to 30 percent.

It is estimated the unloading proposed will require some 1,750,000 cubic yards be removed. Extension of cross sections to cover the full extent of the removal area has not been completed as of this date. However, Profile A-F, Station 389, has been extended and is considered very typical providing sufficient data for your review.

No deposit area southerly of the highway capable of holding the proposed amount of material to be removed without the possibility of triggering another movement has been found within a reasonable haul distance. At this time, three possible areas are being investigated. They are shown on the attached cover sheet of the Cascade Locks-Mitchell Point Section.

Based on 1,750,000 cubic yards, the costs for placing the material at each location are estimated to be as follows:

Disposal Area No. 1 - $2,065,000. This area northerly of the railroad at Station 297+74 (Herman Creek Road Undercrossing structure). Haul would be by off-highway equipment westerly along easement road through Forest Service lands to old Military Highway and Herman Creek undercrossing structure.

Disposal Area No. 2 - $2,082,000. This area at toe of slide in river. Costs include temporary structure across highway and railroad. Permission and agreements with Corps of Engineers and Railroad required.

Disposal Area No. 3 - $2,830,000. This area between highway and relocated section of railroad in Lindsey Creek area. Costs include consideration for legal haul, temporary structure over highway, and $30,000 for extension of drainage facility.

The above costs do not include amounts for extra right of way required, clearing, and correction of distorted surface, guardrail and median rail at the roadway.

It is hoped to finalize plans for the earliest possible letting. Your comments would be appreciated.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

Enc.

GLD:fw

bc: F. B. Klaboe
D. J. Barbee
L. W. Rulien
F. W. Yarbrough
Dan Gano

RECEIVED
MAR 21 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 1 - 1969
FOR FILING
I-80N-2(8)
7319

NOTED
F. B. KLABOE

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

March 28, 1969

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. W. G. Johnson

Re: Fountain Slide Correction
Cascade Locks-Mitchell Point Section
Columbia River Highway
Hood River County
Project No. I-80N-2 (8) 38
YOUR FILE: D 315-2-8

Gentlemen:

The State is presently conducting exploration work in an effort to determine proper measures to be taken to arrest the Fountain Slide on the above-captioned project. We have found it necessary to enter on your property near Railroad M. P. 47.9 to drill an additional hole to complete our subsurface exploration. You will find attached four (4) copies of a sketch showing the work intended.

At a meeting in the field with your Mr. Frank Dennis, our Mr. Dan Gano was advised that it would be satisfactory to occupy railroad property so long as the State would agree to reimburse the railroad for the necessary railroad protective personnel required while State forces occupied the railroad property. This is to advise that the State will reimburse the railroad for the actual cost of this work in accordance with PPM 30-3 and all supplements thereto. Please charge these costs to the above-captioned project number and to our Prefix No. 614-1975-910.

If State forces, in the performance of this work, damage or destroy any property of the railroad, the State will restore or replace such damage at its own cost and expense. Our comprehensive liability insurance should adequately protect the railroad from any actions of our employees.

Inasmuch as we intend to occupy your property beginning April 1, 1969, we solicit your immediate approval of our proposed work. Your cooperation in this regard will be sincerely appreciated.

Very truly yours,

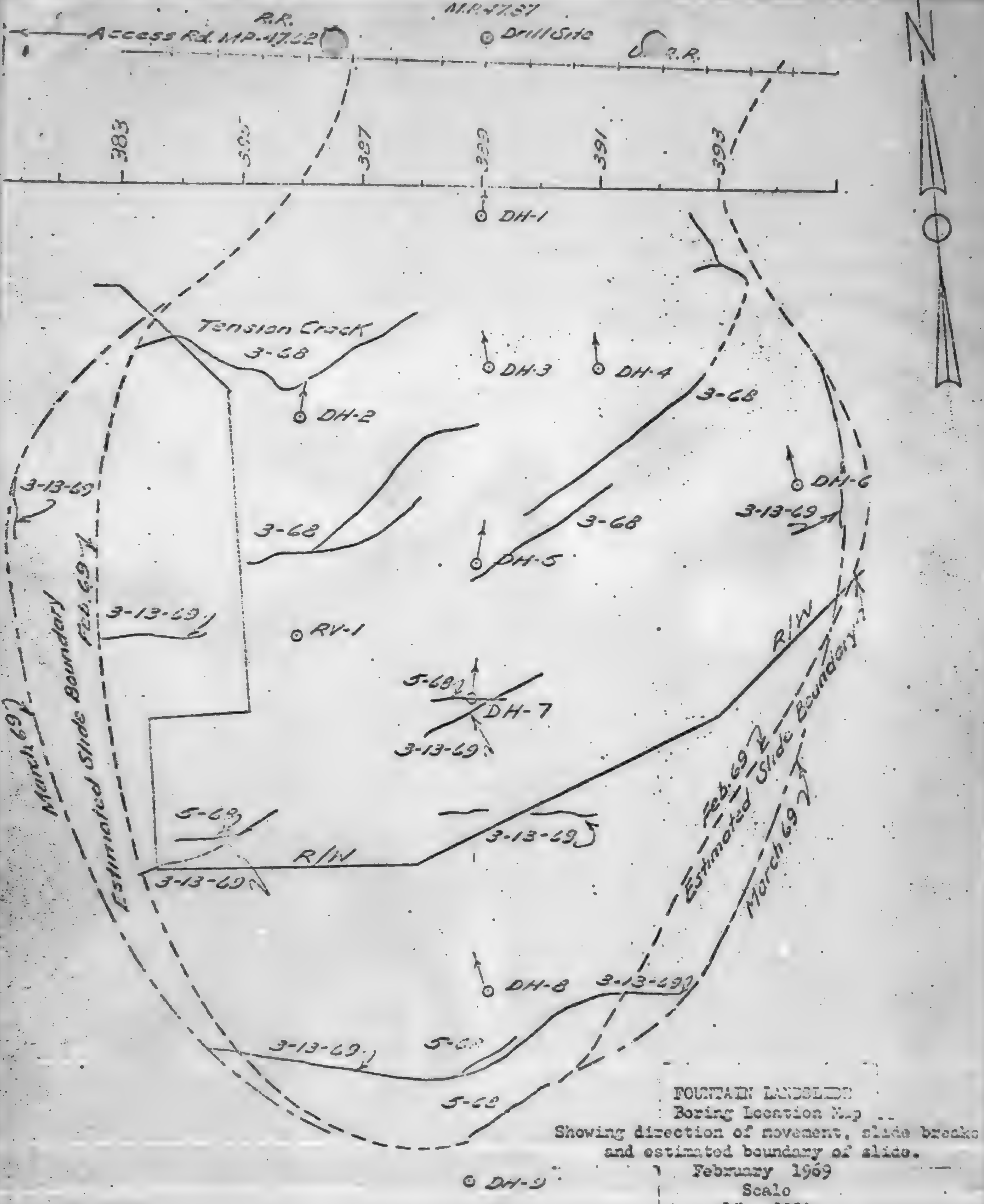
F. D. Morgan
Construction Engineer

By:

T. W. Litchfield
Utilities Liaison Engineer

RECEIVED
MAR 28 1969
OFFICE OF
STATE HIGHWAY ENGINEER

TWL:ss
cc: R. E. Simpson (w/sketch attached)
F. B. Klaboe "
L. H. Young "
D. H. Barbee "
C. H. Maison "
G. L. Decker "
Enclosure
F. W. Yarbrough "
L. W. Rulien "
Jack Hesla "



FOUNTAIN LANDSLIDE
Boring Location Map
Showing direction of movement, slide breaks
and estimated boundary of slide.
February 1969
Scale
1" = 200'

RECEIVED
MAR 18 1969
FOR FILE

I-80N-2(48)48
7312

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 13, 1969

SUBJECT: Fountain Slide
I-80N
Columbia River Highway
Station 389

To:

MEMO TO THE FILES

NOTED
FORREST COOPER

A comprehensive subsurface investigation recently completed and submitted by the Division I Soils Section has provided information for the following conclusions:

1. Southerly limits of moving material has progressed to 1,500 feet southerly from centerline.

2. From slope meter readings, a generally uniform slip plane has been outlined, with the movement classed as planar. Depths to the slip plane vary from 70 feet near the roadway to 200 feet at a distance 1,100 feet southerly from centerline.

3. Within the last year, maximum horizontal displacement of approximately 2 feet has occurred along the highway and 1.5 feet along the railroad. Vertical displacement during this time varies from 0.68 to 1.56 feet.

4. Ground water conditions do not conform to any uniform pattern and negates hope of correcting the movement by draining water from the slide mass.

A decision has been reached to carry out an effective unloading program. It is estimated this will require some 1,750,000± cubic yards to be removed, which will reduce the shearing forces on the order of 30 per cent.

NOTED
R. L. PORTER

THINGS TO BE DONE BEFORE CONTRACTING

1. Extension of existing X-sections to cover southerly limits of slide area. This is in progress and should be completed in the next few days.

NOTED
F. B. KLABOE

REFERRED TO
[illegible]
By Asst. State Hwy. Engr.
Information

2. Determination of unloading pattern and quantities. This can be done here upon receipt of above sections.

3. Determine if possible a designated deposit area. The most promising appears to be northerly of the railroad at Station 297+74 (Herman Creek Road connection undercrossing) on property of Umpqua Navigation Company. Division I will report on this, along with off-highway haul road from slide area westerly to old Military Highway leading to Herman Creek undercrossing.

4. Determine the legal ramifications of denying the contractor the right to deposit material southerly of the highway in an area of his selection, if, in our opinion, such depositing of material would overload the area and cause a new slide movement. This will be done here.

5. Profile over roadway slide area and measurements to determine quantities for adjustment.

6. Determine new limits of right of way. This can be determined here after receipt of extended sections.

7. Acquaint Bureau of Public Roads with proposed plans. A meeting has been scheduled for 9:30 on March 17 in the Construction Engineer's office for this purpose.

ORIGINAL SIGNED by G. L.

G. L. Decker
Assistant Construction Engineer

GLD:fw

cc: F. B. Klaboe
D. J. Barbee
L. W. Rulien
F. W. Yarbrough
Floyd Scott
Dan Gano

RECEIVED
MAR 14 1969
OFFICE OF
STATE HIGHWAY ENGINEER

[illegible]
MAR 6 1969
FOR [illegible]

I-80N-2(48)48
7319

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 3, 1969

SUBJECT: Fountain Landslide on Columbia River Highway, Hood River County

To:

MEMO TO THE FILES:

A meeting was called with representatives of the Corps of Army Engineers by L. W. Rulien to discuss the feasibility of placing some of the 1,500,000 cu. yd. excavation from the Fountain Slide unloading in the Columbia River between the Navigation Channel and the U.P.R.R. fill. The State is interested in this disposal site primarily for its potential counterbalancing effect on the slide mass which now affects both the U.P.R.R. and I-80N.

Before extensive foundation engineering was done on this site, a commitment from the Corps as to their interest in the waterway was appropriate. The State located the disposal site for the Corps on their maps and aerial photos. The proposed site was outlined by Mr. Rulien as to extend as far as 300' to 350' riverward from the U.P.R.R. and 3500' parallel to the U.P.R.R.

The Corps expressed sincere cooperation to evaluate the scheme. A study as it affects their navigation channel and water storage between El. 72 and El. 80 will be presented soon to L. W. Rulien as they understood it was our expressed desire to contract this project this summer.

Division one forces will determine the river bed property ownership. Contacts will be made with U.P.R.R. on this matter.

For G.L. Decker

Edgar L. Johnsen
by Edgar L. Johnsen
Chief Cost Analyst

NOTED
F. B. KLABOE

ELJ:fr

Attach. List of those present

RECEIVED
MAR 4 1969
OFFICE OF
STATE HIGHWAY ENGINEER

2/28/69

Ed Johnson	OSHD
Dan Gane	OSHD
D. H. Huller, Jr.	OSHD
L. W. Rullen	OSHD
L. J. Stein	USAED
George E. Hyde	Nav Div
Fred Yarbrough	OSHD
Robert J. Pope	USAED
Norman W. Gerlach	"
Fred W. Bartel	"
D. E. Huff	"
Bill Donner	"

Meeting at Corps of Army Engineers Bldg. on 2-28-6
Portland, Oregon.

Re: Discussion between the Corps and the State Highway about the possibility of disposal of 1,000,000 Cu. yd. ± at the toe of the Fountain Landslide, Columbia River Highway, Hood River County.

RECEIVED
SEP 27 1968
FOR FILING

I-80N-2(48)48
7319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 27, 1968

SUBJECT: Fountain Slide
Cascade Locks-Mitchell Point Section
Columbia River Highway

To:

Mr. Floyd Query
Secretary
BUILDING

Attached are agreements with the Slope Indicator Company of Seattle, Washington and Cornell, Howland, Hayes and Merryfield of Corvallis, Oregon to instruct State Highway personnel on the use of slope meter instruments.

Two contracts on this section (No. 6541 and 6858) have been completed. The Fountain Slide has been in existence for some time prior to these contracts and is a continuing problem. It was decided to install slope metering instruments and observe the action of the slide before corrective measures were started. This work is covered by preliminary engineering which was approved by the Bureau of Public Roads on May 28, 1968. The majority of this work has been completed.

The attached letter to the Bureau of Public Roads requests their concurrence in a modification of their first approval for this work.

F. D. Morgan
Construction Engineer

By D E Swan
D. E. Swan
Staff Assistant

DES:fw
Enc.

NOTED
FLOYD QUERY

FORM 6-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD

FRED W. HILL, MEMBER
PENDLETON

THADDEUS B. BRUNO, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

See Contract - 1541
6858

September 25, 1968

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon 97301

RE: Fountain Slide
Cascade Locks-Mitchell Point Section
Columbia River Highway
Project No. I-80N-2(8)38

Dear Sir:

This project covering installation of slope metering instruments at Fountain Slide was originally intended to employ the consulting engineering firm of Slope Indicator Company of Seattle, Washington. When the project started the only known slope meter instrument company was the firm in Seattle. After the project was started, the consulting firm of Cornell, Howland, Hayes and Merryfield of Corvallis, Oregon made an offer to provide the State with a smaller slope meter instrument as a substitute for use in some of our test borings. This smaller instrument has been used successfully in the Portland area and their estimate indicated that there would be a savings to the project in excess of $8,000. The substituted instrument will provide the State with satisfactory results at a greatly reduced cost. We believe it is fully comparable to the instruments which have been supplied by the Seattle firm.

The State's Division Geologist who is in charge of this project made arrangements for an agreement to be entered into with the Corvallis firm. The Division Geologist works within the framework of the State Highway Department and was not aware of Federal requirements concerning the need for prior approval. Attached is a copy of a letter from our Division Geologist explaining the use of the smaller instrument and detailing the costs thereof.

We request that you waive the Federal-aid requirement concerning prior approval in this instance due to our inadvertent failure to get your concurrence. Your retroactive approval to May 28, 1968 is requested.

Your Memorandum of September 23, 1968 requested copies of the agreements between the State and the consulting firms. Three copies each are attached.

Very truly yours,

F. D. Morgan
Construction Engineer

By

G. L. Decker
Assistant Construction Engineer

Attach.

AGREEMENT

THIS AGREEMENT, made this 22nd day of July, 1968, by and between the State of Oregon, by and through its State Highway Commission, hereinafter called "State," and the firm of Slope Indicator Company, a company of the State of Washington, consisting of Consulting Engineers (Civil and Soils) hereinafter called "Consultant;"

Partnership or corp

WITNESSETH

RECITALS:

1. State proposes to monitor slope metering casings at Fountain Slide, Cascade Locks-Mitchell Point Sec., Columbia River Highway, Hood River County, and hereinafter referred to as the "project."

2. State proposes to finance the project from state and federal funds under I-80N-2(8) 38 Congressional legislation relating to federal-aid highways and rules and regulations promulgated by federal authority thereunder.

3. State has found it necessary and advisable to employ Consultant to do certain work, described in detail herein, in connection with said project.

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

I. THINGS TO BE DONE BY CONSULTANT.

1. Description of work:

Services of Field Engineer to instruct State Highway Department Personnel on the use of slope meter instrument for 3 inch casings.

II. PAYMENT.

1. Fees:

   a. Engineering Time (approximately 3 days) at $120.00/day.

   b. Travel at $0.12 per mile. (approximately 500 miles)

   c. Living Expenses at cost. (approximately $20.00)

APPROVED:

JB Kloboe
Assistant State Highway Engineer

APPROVED AS TO FORM:

FC McKinney
~~Chie~~f Counsel
Asst.

CONSULTANT

The Slope Indicator Company
3668 Albion Place North, Seattle, Wn. 98103
By Charles W Hancock Jr.
Vice President

APPENDIX "A"

III. GENERAL REQUIREMENTS

1. Time of Work:

All of the work to be performed under this agreement will be completed in its entirety by June 1, 1969.

2. Access to Records:

Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract, for inspection by the State, U. S. Bureau of Public Roads, or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested.

3. Equal Opportunity:

During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

(1) Compliance with Regulations: The Consultant will comply with the Regulations of the Department of Commerce relative to nondiscrimination in federally-assisted programs of the Department of Commerce (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of the Agreement work, will not discriminate on the ground of race, color, or national original in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix A-II of the Regulations.

(3) Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including

procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Bureau of Public Roads to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State Highway Department, or the Bureau of Public Roads as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the State Highway Department shall impose such Agreement sanctions as it or the Bureau of Public Roads may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the Consultant under the Agreement until the Consultant complies, and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: The Consultant will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the State Highway Department or the Bureau of Public Roads may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

4. Covenant against Contingent Fees:

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this agreement, and that Consultant has not paid or agreed to pay any company or persons, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, State shall have the right to annul this agreement without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

5. Disputes:

Any dispute concerning a question of fact in connection with the work shall be resolved by conference between the parties hereto, but the decision of State shall be final. Nothing in this agreement shall preclude either part from taking any legal action it may deem advisable should mutual agreement not be reached.

6. Responsibility for Claims and Liability:

Consultant shall save and hold harmless the State of Oregon, the State Highway Commission, its members, officers, agents and employees, from all claims, suits or actions of whatsoever nature caused by or arising out of the negligent activities of Consultant, its subcontractors, agents or employees, under this agreement.

7. Compliance with Laws:

Consultant shall comply with all federal, state and local laws, ordinances and rule applicable to the work under this agreement. Furthermore, such provisions as are necessary to comply fully with the laws of the State of Oregon concerning public contracts and provisions to be included therein are hereby made a part of this agreement by this reference and Consultant shall comply with the obligations and other provisions of said laws the same as though such obligations and provisions were fully set out herein.

8. Certificate:

The executed certificate attached hereto and marked "Exhibit A" is by this reference made a part of this agreement.

Federal-aid Project I-80N-2(8)38
St

CERTIFICATION OF CONSULTANT

I hereby certify that I am the Vice President (title) and duly authorized representative of the firm of The Slope Indicator Company, whose address is 3668 Albion Place North, Seattle, Wn. 98103, and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the State Highway Department and the Bureau of Public Roads, U. S. Department of Commerce, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Oct. 21, 1968
(Date)

Charles W Hancock Jr
(Signature)

CERTIFICATION OF STATE HIGHWAY DEPARTMENT

I hereby certify that I am the Assistant State Highway Engineer (title) of the Highway Department of the State of Oregon, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay, or agree to pay, to any firm, person, or organization, any fee contribution, donation, or consideration of any kind;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished the Bureau of Public Roads, U. S. Department of Commerce, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

October 30, 1968
(Date)

Signature

Exhibit A

AGREEMENT

THIS AGREEMENT, made this 22nd day of July, 1968, by and between the State of Oregon, by and through its State Highway Commission, hereinafter called "State," and the firm of Cornell, Howland, Hayes & Merryfield, a firm of the State of Oregon, consisting of Consulting Engineers (Civil, Soils, Sanitary, and Mechanical) hereinafter called "Consultant";

WITNESSETH

RECITALS:

1. State proposes to monitor slope metering casings at Fountain Slide, Cascade Locks-Mitchell Point Section, Columbia River Highway, Hood River County, and hereinafter referred to as the "project."

2. State proposes to finance the project from state and federal funds under I-80N-2(8)38 under Congressional legislation relating to federal-aid highways and rules and regulations promulgated by federal authority thereunder.

3. State has found it necessary and advisable to employ Consultant to do certain work, described in detail herein, in connection with said project.

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

I. THINGS TO BE DONE BY CONSULTANT.

1. Description of work:

Services of Field Engineer to instruct State Highway Department Personnel on the use of a slope meter instrument for 1-3/4 inch casings.

II. PAYMENT

1. Fees:

a. Engineering time at payroll cost times two, where payroll cost is salary plus fifteen per cent for taxes and insurance.

b. Travel at $0.10 per mile.

c. Living expenses at cost.

NOTE: Total cost estimated to be less than $500.00.

APPROVED:

JB Klaboe
Assistant State Highway Engineer

APPROVED AS TO FORM:

FC McKinney
~~Chief~~ Counsel
asst.

CONSULTANT

Cornell, Howland, Hayes & Merryfield
Engineers & Planners
By Vaughn C. Sterling

APPENDIX "A"

III. GENERAL REQUIREMENTS

1. Time of Work:

All of the work to be performed under this agreement will be completed in its entirety by June 1, 1969.

2. Access to Records:

Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract, for inspection by the State, U. S. Bureau of Public Roads, or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested.

3. Equal Opportunity:

During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

(1) Compliance with Regulations: The Consultant will comply with the Regulations of the Department of Commerce relative to nondiscrimination in federally-assisted programs of the Department of Commerce (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of the Agreement work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix A-II of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including

procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to non-discrimination on the ground of race, color or national origin.

(4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Bureau of Public Roads to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State Highway Department, or the Bureau of Public Roads as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the State Highway Department shall impose such Agreement sanctions as it or the Bureau of Public Roads may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Consultant under the Agreement until the Consultant complies, and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: The Consultant will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the State Highway Department or the Bureau of Public Roads may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

4. Covenant against Contingent Fees:

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this agreement, and that Consultant has not paid or agreed to pay any company or persons, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, State shall have the right to annul this agreement without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

5. Disputes:

Any dispute concerning a question of fact in connection with the work shall be resolved by conference between the parties hereto, but the decision of State shall be final. Nothing in this agreement shall preclude either party from taking any legal action it may deem advisable should mutual agreement not be reached.

6. Responsibility for Claims and Liability:

Consultant shall save and hold harmless the State of Oregon, the State Highway Commission, its members, officers, agents and employees, from all claims, suits or actions of whatsoever nature caused by or arising out of the negligent activities of Consultant, its subcontractors, agents or employees, under this agreement.

UGS
10/29/68

7. Compliance with Laws:

Consultant shall comply with all federal, state and local laws, ordinances and rules applicable to the work under this agreement. Furthermore, such provisions as are necessary to comply fully with the laws of the State of Oregon concerning public contracts and provisions to be included therein are hereby made a part of this agreement by this reference and Consultant shall comply with the obligations and other provisions of said laws the same as though such obligations and provisions were fully set out herein.

8. Certificate:

The executed certificate attached hereto and marked "Exhibit A" is by this reference made a part of this agreement.

Federal-aid Project I-80N-2(8)38

[illegible]te ______

CERTIFICATION OF CONSULTANT

I hereby certify that I am the Civil Projects Manager (title) and duly authorized representative of the firm of Cornell, Howland, Hayes & Merryfield whose address is 1600 Western Avenue, Corvallis, Ore. and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the contract;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the State Highway Department and the Bureau of Public Roads, U. S. Department of Commerce, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

29 October 1968
(Date)

Vaughn G. Sterling
Signature

CERTIFICATION OF STATE HIGHWAY DEPARTMENT

I hereby certify that I am the Assistant State Highway Engineer (title) of the Highway Department of the State of Oregon, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay, or agree to pay, to any firm, person, or organization, any fee contribution, donation or consideration of any kind;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished the Bureau of Public Roads, U. S. Department of Commerce, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

October 30, 1968
Date

F B Klaboe
Signature

Exhibit A

RECEIVED
SEP 25 1968
FOR FILE

I-80N-2(4

7319

Memorandum

U.S. [illegible] TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
477 Cottage St. NE. - Salem OR 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: September 23, 1968

In reply refer to: 08-35-EC

FROM : R. E. Simpsen, Division Engineer
Salem, Oregon

Klaboe

SUBJECT: Oregon Project I-80N-2(8)38
Cascade Locks - Mitchell Point Section
Fountain Slide

Mr. Decker's September 12 letter concerning deferral of corrective measures to the slide until meaningful data is gathered has been reviewed. We concur in this deferral and the eligible charges for the work may be charged to this PE project.

We would appreciate receiving three copies of the agreement as soon as they are made available. ✓

Please submit

9-24-68

NOTED
F.B. KLABOE

REFERRED TO
Morgan Young Mason
By Asst. State Hwy. Engr.

RECEIVED
SEP 24 1968
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM E-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
FRED W. HILL, MEMBER
PENDLETON
THADDEUS B. BRUNO, MEMBER
PORTLAND

RECEIVED
SEP 13 1968

I-80N-2(48)48
7319

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

September 12, 1968

Mr. R. B. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon 97301

ATTENTION: Mr. Willis R. Grafe

RE: Fountain Slide
Cascade Locks-Mitchell Point Section
Columbia River Highway
Hood River County

Dear Sir:

We are attaching for your information a copy of a report submitted by L. W. Rulien, Division Engineer, on the subject-named slide exploration work.

We concur in Mr. Rulien's conclusions that determination of any corrective measures should be deferred until meaningful data on depth of movement from slope indicator installations can be gathered.

Since detectable movement from the slope indicator installations can not be expected until sometime after the beginning of winter rains, we also concur that any corrective action be deferred until next construction season.

NOTED
F. B. KLABOE

Your opinions would be appreciated.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

Enc.
GLD:fw
bc: F. B. Klaboe
L. H. Young
L. W. Rulien

RECEIVED
SEP 13 1968
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 6 - 1968
FORM E-30 (12-67)
FOR FILING

I-80N-2(48)48
7319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Portland, Oregon 97202
September 4, 1968

SUBJECT: Fountain Slide
Cascade Locks-Mitchell Point Sec.
Columbia River Highway
Hood River County

To: Mr. F. D. Morgan
Construction Engineer
Salem

At the conclusion of our paving contract on the Cascade Locks-Mitchell Point section, the Fountain Slide reactivated causing distress in the freeway lanes and some movement on the Union Pacific tracks which lie below the highway. It was apparent that if corrective work was to be undertaken on this slide, that it would probably have to be rather extensive. Consequently, after inspection of the slide and a review of its history undertaken by the Department in conjunction with the Bureau of Public Roads, it was felt advisable to conduct extensive exploratory work of the slide area which would include not only borings, but installation of slope indicators in order to learn as much as possible about the slide and the depth of its movement.

We are now concluding this exploratory work, and I attach for your information a copy of a sketch and a report from Dan Gano. You will note that, although shear plains were very evident in the borings, the slide has been sufficiently stabled this summer so as to negate the use of the slope indicators. Consequently, we are not in too much better a position today relative to factual knowledge of what is occuring in the slide than we were prior to undertaking this rather extensive exploratory work. It is also evident that we have missed this construction season and it is doubtful that we would wish to undertake slide corrective work during the winter. Therefore, it is recommended that we maintain a watch on the slide and monitor with the slope indicators. The data should be extensively reviewed in about March with the idea of a corrective project being let in the spring of 1969 so that the work could be undertaken next construction season. Would you please advise if you concur in this thinking.

L. W. Rulien
Division Engineer

LWR:fb
Enc.
cc F. B. Klaboe
G. A. Starkey
Roy Pyle
Dan Gano

RECEIVED
SEP 5 1968
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 3 - 1968

Form [illegible]
UNITED STATES GOVERNMENT

Memorandum

I-80N-2(48)48
7319

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage St. NE. - Salem OR 97301

DATE: May 28, 1968

In reply refer to: 08-35-EC

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-2(8)38
Cascade Locks - Mitchell Point
Fountain Slide

The exploratory work on the Fountain Slide suggested by Mr. Decker's May 22 letter appears appropriate. The use of the Slope Indicator Co. and their schedule of fees shown is satisfactory. A suitable agreement should be executed prior to commencement of work.

Approval of the payment for the training costs under PPM 30-5 (4-3-68) must be dependent upon the State-Bureau agreement covered by our May 23 memorandum.

6-3-68

REFERRED TO
Morgan - Young
By Asst. State Hwy. Engr.

RECEIVED
MAY 31 1968
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

E-1232 30 M 6-67

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
PENDLETON

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

MAY 29 1968
FOR FILE

I-80N-2(48)48
7319

May 27, 1968

Union Pacific Company
2525 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. W. G. Johnson

Re: Fountain Slide Correction
Cascade Locks-Mitchell Point Sec.
Columbia River Highway
Hood River County
YOUR FILE: D-315-2-8

Gentlemen:

This is in reply to your letters of February 19 and April 2, 1968, wherein you request the State to correct slide and drainage conditions near Railroad M. P. 48.5.

This is to advise that the State is currently beginning an extensive study of the slide and drainage problem in this area, and as soon as a design is developed we feel adequate to correct the situation, we will be in a position to discuss it further with you.

Very truly yours,

F. D. Morgan
Construction Engineer

By: ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:ss

cc: R. E. Simpson (w/copy of UPRR letters)
F. B. Klaboe "
L. H. Young "
C. H. Maison "
G. L. Decker "
F. W. Yarbrough "
L. W. Rulien "
Jack Hesla "
G. A. Starkey "

RECEIVED
MAY 27 1968
OFFICE OF
STATE HIGHWAY ENGINEER

UNION PACIFIC RAILROAD COMPANY
TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

APRIL 2, 1968

File Ref. D 315 - 2 - 8

Routing
Morgan
Decker
Bond
Barbee
Walker
Glenn
Swan
Pease E
Morelock
Trout
Scott
Wills
/ Litchfield
Olsen

RECEIVED
APR 3 1968
CONSTRUCTION
DIVISION

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Cascade Locks - Mitchell Point Section,
Columbia River Highway

Referring to my letter dated February 19, 1968 of need to correct condition created by the State installing a culvert under the highway above the Railroad's track at about our MP 48.5 in connection with the captioned highway project:

Mr. G. A. Starkey has requested a cost estimate from us for installing 24-inch culvert under our track with 36-inch standpipe at one end by Railroad forces as indicated on the attached Railroad Division print dated March 19, 1968. Accordingly Mr. Starkey has been informed that we tentatively estimate this will cost about $1300, divided $900 labor and $400 material.

Please advise if you wish the Railroad to make this installation at State expense and whether it will be satisfactory to cover in a supplemental agreement with provisions similar to those in document dated JANUARY 25, 1966 pertinent to a like installation at Railroad MP 46.77.

It is understood that the State will pay Railroad's actual costs incurred and will connect the 18-inch pipe illustrated on our Division print to the standpipe with its own forces, at State expense, and will be responsible for maintenance of the entire facility.

Copy of our Division print dated March 19, 1968 is attached for Mr. Starkey's information.

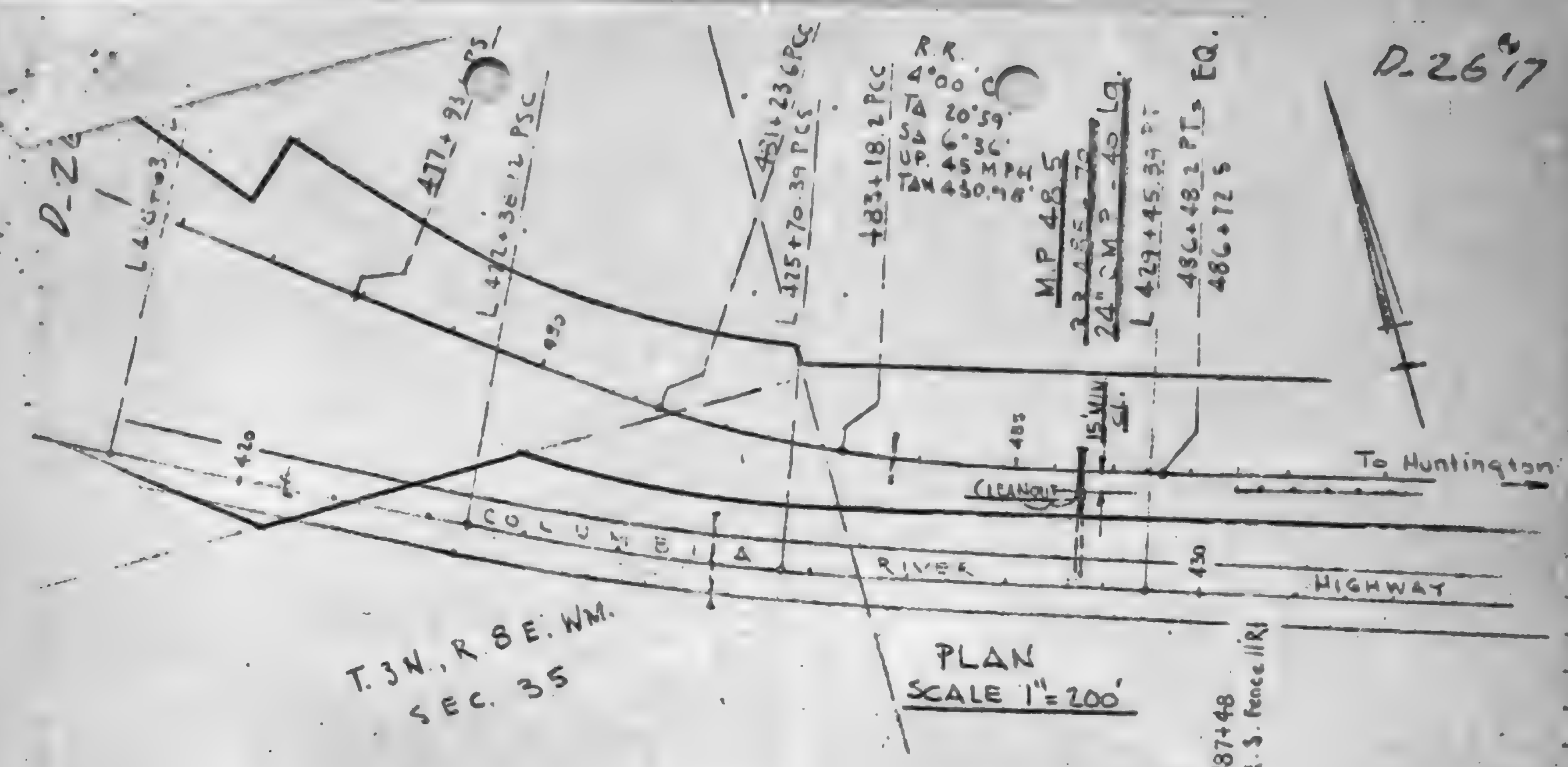
Yours very truly,

W. D. Johnson

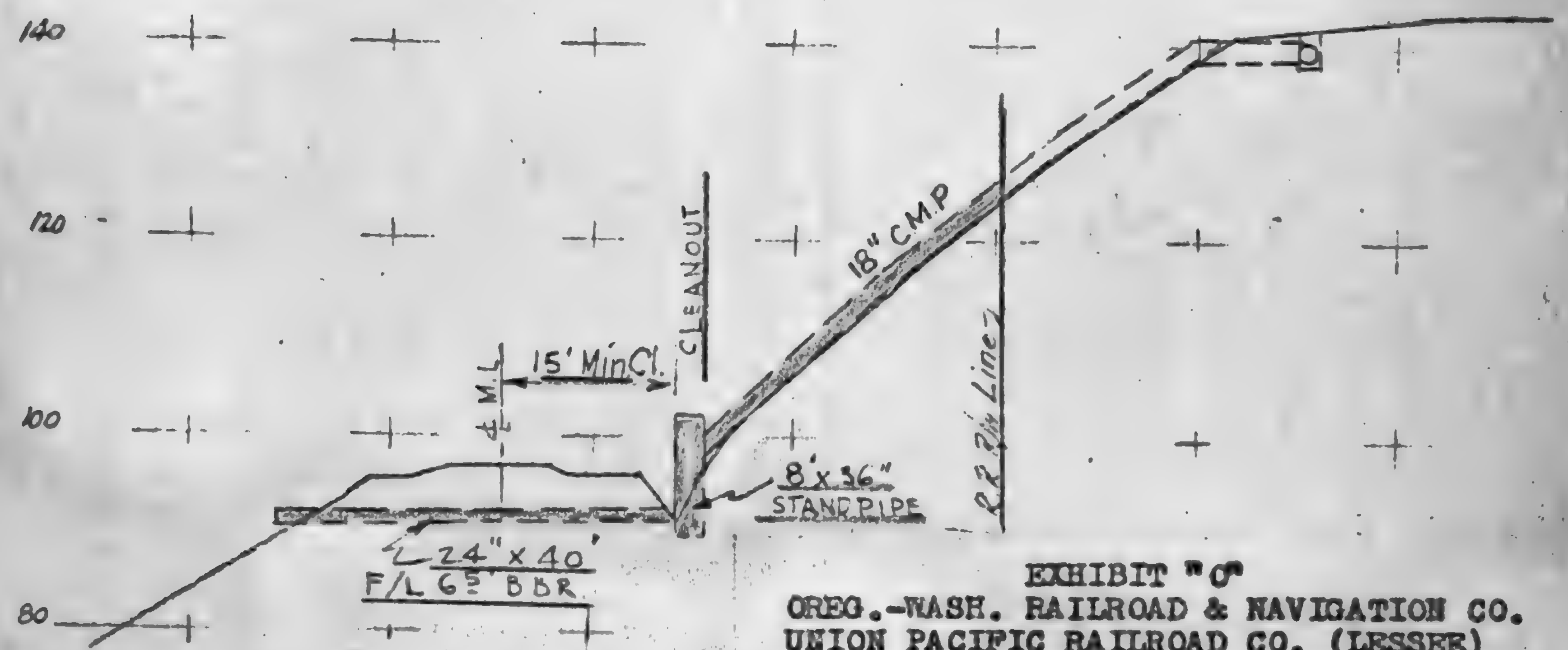
enc.

cc: Mr. G. A. Starkey,
Resident Engineer
Oregon State Highway Department
P. O. Box 23324
Tigard, Oregon 97223

D-26 17



PLAN
SCALE 1" = 200'



ELEVATION
NO SCALE

EXHIBIT "C"
OREG.-WASH. RAILROAD & NAVIGATION CO.
UNION PACIFIC RAILROAD CO. (LESSEE)

MP 48.5 Main Line
Near Wyeth, Oregon

To Accompany Agreement with
State of Oregon Covering Drainpipe.

Office of Div. Engr. Scale: 1" = 200'
Albina, Oregon March 19, 1968

-- Legend --

Drainpipe shown--------------- Orange
Railroad R/W shown----- Outlined Red

UNION PACIFIC RAILROAD COMPANY
TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

FEBRUARY 19, 1968

File Ref. D 315 - 2 - 8

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Cascade Locks - Mitchell Point Section
Columbia River Highway

Confirming verbal advice to your office on February 16 concerning hazard to Railroad operations at our MP 48.5 as a result of installation of a culvert by the State Highway Department on the captioned project:

Water from State's culvert has saturated the slope above our main line track and as a consequence a potential slide has developed. Our Company has therefore found it necessary to take corrective measures for which we expect a bill will be presented to the State.

Will you accordingly please immediately investigate and advise State's plans for remedying this situation in line with my letter of January 22.

Yours very truly,

W. G. Johnson
HBD

Routing

Morgan ///c	Pease E
Decker	Morelock
Bond	Trout
Barbee	Scott
Walker	Wills
Glenn	{ Litchfield
Swan	Olson

RECEIVED
FEB 21 1968
CONSTRUCTION
DIVISION

COPY TO L W RULIEN
2-21-68
I

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
PENDLETON

RECEIVED
1968
FOR FILING

I-80N-2(48)48
7319

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 22, 1968

Mr. R. K. Simpson, Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Re: Cascade Locks-Mitchell Point Sec.
Columbia River Highway (80-N)
Fountain Slide

NOTED
F. B. KLABOE

ATTENTION: Willis R. Grafe

Dear Sir:

On May 7, BPR representatives (Ray Swegler, David Gedney and Willis Grafe) in company with OSHD personnel (Don Haller, Glen Starkey, Ed Johnson, Dan Gano and G. L. Decker) inspected the Fountain Slide area on the Cascade Locks-Mitchell Point Section of the Columbia River Highway.

An agreement was reached that, due to the magnitude and nature of the movement, further exploratory work should be carried out to determine (1) Depths to rock line further uphill than has previously been determined and (2) The depth of moving material by the use of Slope Indicator Instruments.

A schedule of fees from the Slope Indicator Co. is attached for your information. We estimate, for a contemplated six holes, the following costs will be incurred with this company.

Expendable Items		
1500 ft. of casing @ $2.30		$3,450.00
150 couplings @ $1.50		225.00
Rental Items		
Slope Indicator Instrument	1st mo.	175.00
	Next 11 mos. @ 125.00	1,375.00
Special tools for casing installation		
	1st mo.	20.00
	Each subsequent mo.-1	10.00
Consulting or Training Service		
Training - 3 days @ $120.00		360.00
Expenses - 3 days @ $15.00		45.00
Total		$5,660.00

It is also planned to have each Division Geologist observe the installation and use of this equipment for a period of from 2 to 3 days each, with costs assigned as per PPM 30-5 dated April 3, 1968.

May we have your approval of the above.

Very truly yours,

Forrest Cooper
State Highway Engineer

By: ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Asst. Construction Engineer

GLD:ss

cc: F. B. Klaboe
L. H. Young
L. W. Rulien

RECEIVED
MAY 23 1968
OFFICE OF
STATE HIGHWAY ENGINEER

SLOPE INDICATOR CO.

1105 N. 38th ST., SEATTLE, WASHINGTON 98103
TELEPHONE MElrose 2-8020 AREA CODE 206

SCHEDULE OF FEES

SLOPE INDICATOR INSTRUMENTS & ACCESSORIES MARCH, 1968

All Prices F. O. B. Seattle

SLOPE INDICATOR INSTRUMENT, SERIES 200-B

Complete instrument, control box, carrying case and misc. tools, less control cable. Sales Price
(approx. wt. 34 lbs.) $2,000.00

SLOPE INDICATOR RENTAL, SERIES 200-B

One complete Slope Indicator including instrument, control cable and carrying case.
(approx. 60 lbs. with 150 ft. cable)

First month or less, minimum charge	$ 175.00
Each subsequent month, up to one year	$ 125.00 per mo.
Each month after one year	$ 100.00 per mo.

Monthly rental of Series 200-B instruments includes all costs for maintenance and repair of the Slope Indicator in our shop, but does not include the cost of shipping from our shop to job site and return as required. Maintenance and repairs of the instrument and cable due to misuse or careless handling will be invoiced at material cost and shop time.

SLOPE INDICATOR CONTROL CABLE

Complete including instrument and control panel connectors (made to requested length).
(approx. 15 lbs. per 100 ft.) $ 2.00 per ft.

CABLE REEL WITH CRATE

For instrument control cable (maximum capacity 500 ft.) complete with pin locking device. Ratchet optional.
(approx. 53 lbs. without cable) $ 500.00

PULLEY ASSEMBLY

Use for lowering instrument into casing. (approx. 5 lbs.) $ 20.00 Ea.

PULLEY ASSEMBLY WITH CABLE HOLD

(approx. 7 lbs.) $ 40.00 Ea.

SETTLEMENT PROBE LESS SURVEY CHAIN

(approx. wt. 2 lbs.) $ 75.00 Ea.

AIR VIBRATOR

Complete air vibrator including 100 foot supply and return line and one C. P. fitting. (Special lengths on request)
(approx. 30 lbs.) $ 150.00

AIR VIBRATOR RENTAL

Complete air vibrator including 100 foot supply and return line and one C. P. fitting. $ 25.00 per mo.

ALUMINUM CASING

3.19" O.D. x 0.093" wall x 5 ft. long special extruded full round Slope Indicator Casing, packaged in 50 L.F. lots.
(approx. 61 lbs./ctn.)

or—

3.19" O.D. x 0.093" wall x 10 ft. long special extruded full round Slope Indicator casing, packaged in 50 L.F. lots.
(approx. 64 lbs./ctn.)

0 - 995 Ft.	$ 2.30 per ft.
1000 - 2995 Ft.	2.20 per ft.
Over 3000 Ft.	2.10 per ft.

6" ALUMINUM COUPLINGS

3.46" O.D. x 0.093" wall x 6" long special extruded Slope Indicator couplings. Packaged in 40 piece lots.
(approx. 29 lbs./40) $ 1.50 Ea.

12" ALUMINUM COUPLINGS

For installations where settlement is anticipated.

3.46" O.D. x 0.093" wall x 12" long special extruded Slope Indicator Couplings. Packaged in 20 piece lots.
(approx. 29 lbs./20) $ 3.00 Ea.

POP RIVETS

Required number plus 10% supplied with couplings at no charge (N.C.)	Additional rivets	$ 0.02 Ea.

8 required per aluminum coupling.
For 6" standard couplings use AD 42 H (Steel mandrel)
For 12" settlement couplings use AD 42 AH (Aluminum mandrel)

ALUMINUM PLUGS — FOR ALUMINUM CASING

2 required per hole - bottom plug and top protective cap.	(approx. 5 lbs./10)	$ 1.25 Ea.

SPECIAL TOOLS FOR ALUMINUM CASING INSTALLATION

2 clamps, 1 Pop-Rivet Gun, 1 Hand Drill/with 2 #30 drills. One complete set of tools, rental basis.

First month		$ 20.00
Each subsequent month		10.00 per mo.
One complete set of tools, sales price.	(approx. 14 lbs.)	$ 105.00

NOTE: All aluminum casing and couplings will be shipped in full round sections with baked-on epoxy coating unless otherwise specified. Special lengths of casing and couplings available on special order.

PLASTIC CASING

3.34" O.D. x 2.87" I.D. x 5' long with 4 equispaced longitudinal slots milled on inside. Packaged in 55 L.F. lots.
(approx. 61 lbs./ctn.)

0 - 995 Ft.	$ 2.30 per ft.
1000 - 2995 Ft.	2.20 per ft.
Over 3000 Ft.	2.10 per ft.

PLASTIC COUPLINGS

3.50" O.D. x 3.25" I.D. x 6" long with 8 ea. pop rivets (one required per 5 ft. length of casing). (approx. wt. 12 lbs./ctn. of 24)	$ 1.00 Ea.

ALUMINUM COUPLINGS

3.38" O.D. x 6" long, 14 gage (one required per 5 ft. length of casing). (approx. wt. 12 lbs./ctn. of 24)	$ 1.00 Ea.

WOODEN PLUGS — For Plastic Casing.

2 required per hole.	$ 1.25 Ea.

SPECIAL TOOLS FOR PLASTIC CASING INSTALLATION

One complete set of tools, rental basis.

First month		$ 20.00
Each subsequent month		10.00 per mo.
One complete set of tools	(approx. wt. 20 lbs.)	$ 105.00

TELESCOPING PLASTIC CASING

3.34" O.D. x 2.87" I.D. x 5' long with 4 equispaced longitudinal slots milled on inside. (approx. 61 lbs./ctn.)	$ 2.55 per ft.

TELESCOPING PLASTIC COUPLINGS

3.50" O.D. x 3.25" I.D. x 15" long with 8 ea. 10-24 x 3/8" Allen Head Set Screws. (approx. wt. 42 lbs./ctn. of 44)	$ 4.25 Ea.

SERVICES OF STAFF

Engineer to supervise field installation of casing, take Slope Indicator obervations, train client's personnel in use of instrument and installation of casing, etc.

Field time and travel time (Seattle to job site and return)	$ 15.00 per hr.
Expenses: Transportation, per diem and miscellaneous travel expenses at cost.	
Engineer to analyze data and prepare reports at our Seattle Office.	$ 10.00 per hr.
Computations and drafting at our Seattle Office.	$ 8.00 per hr.

Form FH-121 (6-67)

UNITED STATES GOVERNMENT

Memorandum

Klaboe

I-80N-2(48)48
7319

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage St. NE. - Salem OR 97301

DATE: May 8, 1968

In reply refer to: 08-35-EC

TO: Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM: R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-2(8)38 - PE
Bonneville - Hood River Section

As requested by Mr. Young's May 3 letter, you are authorized to include under the subject project the preliminary engineering for the Fountain Slide Correction.

5-13-68
REFERRED TO
Young - Morgan
By Asst State Hwy. Engr.

NOTED
F. B. KLABOE

RECEIVED
MAY 9 1968
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAY 3 - 1968
[illegible]

I-80N-2(48) 48
319

May 3, 1968

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Project No. I-80N-2(8)38
Bonneville-Hood River Section
(Preliminary Engineering)

Dear Sir:

We hereby request your approval to include in the subject project, the preliminary engineering work for the Fountain Slide Correction. This slide is within the limits of the subject preliminary engineering project as programmed.

Total cost of this work is estimated to be $2,000 with no increase in amounts presently under project agreement anticipated for this additional work.

The anticipated need for corrective work on this slide was the subject of previous correspondence with your office on Project I-80N-2(15)43.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CL:jb

cc: F. D. Morgan
R. N. Chase

RECEIVED
MAY 24 1968
FOR FILING

I-80N-2(48)48
7319

5-24

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

April 25, 1968
Salem, Oregon

To: MEMO TO THE FILES

SUBJECT: Cascade Locks-Mitchell Point Section
Columbia River Highway
Fountain Slide

On January 4 of this year, the Resident Engineer on the subject named project received from the railroad a notice that movement of their tracks had been detected below the Fountain Slide area. Control lines were established for checking further movements on January 11. A total horizontal movement of 1'-4 1/2" and total vertical movement of 1'-4" has been recorded to date.

The intent of this memo is to set down certain facts and assumptions from which a course of action may be determined, with work to be accomplished this summer.

Periodic movements have occurred at this slide area through the years with the most violent during 1951 construction. At this time a weak clay area permitted a major "boiling up" within the roadway section during grading operations. Other movements have been slow and of relatively minor proportions. However, they have caused maintenance problems for both highway and railroad.

Extensive investigations have been carried out at different times. Depths of unstable material (boulders, rock and soil) up to 200 feet have been determined at roadway. This depth extends uphill for distances of 800 feet before lessening. An unknown source of water tends to keep the bulk of the material saturated. Tunnels placed in earlier construction, and recent horizontal drains at roadway level have intercepted copious quantities of this water, and without question have contributed towards stabilization.

Unloading was set up for the 1965 grading project. The plan approach was enlarged in scope after the area was cleared. Additional right of way was acquired to permit removal of some 104,000 cu. yds. of material at the top of the movement. This amount was in addition to flat slopes (2:1) for the roadway excavation.

The lower 30 feet of roadway excavation was left in place for removal during the recent grading and paving contract. Soon after this removal last summer a 400 foot section (383 to 387) rotated and humped the southerly half of the roadway. A rock inlay, and unloading bench was constructed through this section. All work, including pavement, was completed last fall. No further movements were observed until the January 4 notice from the railroad.

The area has again been investigated. Tension cracks associated with the upward and horizontal movement have been charted and plotted. They occur from 200 feet to 700 feet uphill from centerline. Additional cracks, minor in width, have been observed as far as 1200 feet from centerline. These are classed as "adjustment" cracks and are not associated dirdctly with movements at the roadway.

Additional unloading and continued drilling to intercept seepage water appear to be corrective measures that apply to this particular slide. A minimum estimate of 200,000 cu. yds. has been made for a proposed unloading plan. A maximum estimate would be double this amount, or more.

Disposal of material is a problem, with two sites considered, the Wyeth Interchange area, or the area in the river around the toe of the slide. If feasible, the disposal in the river is favored since it would serve as resistance to the slide movement.

The proposed unloading plan is considered a positive approach toward arresting the overall slide movements. Regardless of the unloading amount the rock inlay as installed from 384 to 387 should be extended easterly to Station 392 approximately. This to insure stability of the slope immediately adjacent to the roadway, where a localized movement has humped the shoulder line.

By agreement with the railroad the State is responsible for any RR maintenance at this location. This is for a period of two years after completion of all work.

BPR has agreed to hold the project open in anticipation of slide repair.

Cross-Sections have been taken over the slide area. They are complete enough for determination of excavation quantities. Other items, (guard rail and median rail adjustment, resurfacing, drains, ect.) would require additional survey before contract.

The nature and magnitude of this slide, its past history, with continued movements in spite of corrective measures, all tend to cause speculation as to the adequacy of any corrective measure. The opinions of experts in the field would be welcomed.

ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Asst. Construction Engineer

GLD:ss

cc: F. B. Klaboe
~~I. W. Rulien~~
F. W. Yarbrough
G. A. Starkey

RECEIVED
APR 26 1968
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED

UNITED STATES GOVERNMENT

Memorandum

I-80N-2(41)48

7319

Mabor

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

477 Cottage St. NE. - Salem OR 97301

DATE: April 8, 1968

In reply refer to: 08-35-DA

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : for R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-2(35)43
Cascade Locks - Mitchell Point Section

Reference is made to Mr. Young's letter of March 1, 1968 wherein the matter of the slide area between Stations 380 and 395, Cascade Locks - Mitchell Point project, is discussed.

We are conscious of the distress which has occurred in this area and are in agreement that future correction of the situation should appropriately be covered under an FAI stage construction project.

It would seem to us to be advisable to close the present project and program another in the future, thus simplifying the accounting procedures without jeopardizing in any way the eligibility for Federal participation.

4-10-68

REFERRED TO
Young - Morgan - Rubin
BY ASST. STATE HWY. ENGR.

RECEIVED
APR - 9 1968
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAR 26
FOR FILE

I-80N-2(48)48
7319

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 7, 1968

SUBJECT: Fountain Slide and Drainage Problems
Meeting with UPRR Officials
Cascade-Locks-Mitchell Point
Columbia River Highway

To:

MEMO TO THE FILES

On March 5, 1968 the following personnel met at Fountain Slide on the Cascade Locks-Mitchell Point Section of the Columbia River Highway:

Mr. Glen Tabor	Union Pacific Railroad Company
Mr. Diddier	Union Pacific Railroad Company
Mr. F. Dennis	Union Pacific Railroad Company
Mr. Ed Johnsen	Oregon State Highway Department
Mr. Glenn Starkey	Oregon State Highway Department
Mr. D. H. Haller	Oregon State Highway Department
Mr. J. H. Walker	Oregon State Highway Department

Movement of the Fountain Slide was discussed. Glenn Starkey, Resident Engineer, noted that according to his measurements the movement on both highway and railroad since January was approximately 0.5 to 0.6 foot horizontally and approximately 0.2 foot vertically. The Railroad Company officials were interested in what action the Highway Department was planning to take to alleviate the movement. They were told that the problem was under study and investigation and determination of what corrective action would be taken would depend on the results of the data obtained from the study.

The Railroad personnel noted that prior movement had occurred about 1952 when highway construction was under way at that period.

The drainage problem at M.P. 48.5 was also viewed. At the present time, water coming from highway cut slope horizontal drains is going easterly down the roadway ditch some 300 feet then through a pipe and dumping down a steep slope to the railroad area just southerly from the tracks. The water is impounding to some extent due to no pipes through the railroad at this area. A plan to alleviate this situation by placing a series of pipes down the highway cut ditch, through the existing highway pipe and then place additional pipe down the slopes and under the railroad had been submitted. It was decided to further

Copy to Dist 9
3-8-68

check the feasibility of paving a highway ditch in lieu of the pipe and also consider placing pipe from the existing outlet end of the highway pipe in a diagonal manner and running it into a Railroad existing pipe which is some 200 feet westerly.

After this is studied, the Resident Engineer and Division will submit their recommendations to the Construction Division.

Attached are photos showing some of the Fountain Slide conditions as well as the drainage problem.

John H. Walker
Assistant Construction Engineer

JHW:fw
Attach.
cc: F. B. Klaboe
T. W. Litchfield
L. W. Rulien
G. A. Starkey

RECEIVED
MAR - 7 1968
OFFICE OF
STATE HIGHWAY ENGINEER

SU-476(3) Esplanade St.-Ft. Klamath Rd. 1969
Sec., of Klamath Falls-Malin Hwy.
#7320 in Kla. Falls (Structure)

OVA 3842

18

OREGON STATE HIGHWAY DEPARTMENT

FORM A-190 (3-64)

HIGHWAY DEPARTMENT INVOICE

NO. 106088

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
6-7-71	CC 1360		518-1016-297

Contract 7320
SU-476(3)

Klamath County *(+ K Falls)*
Courthouse
Klamath Falls, Oregon 97601

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Attention: Dave Hoerning, Engineer			
Final Billing: Main Street Bridge "A" Canal, Esplanade Street-Fort Klamath Road Section, East Side Bypass, FAS 115. Covered by agreement dated April 22, 1969, and supplemental agreement of November 10, 1969.			
County Advance Deposit		26,600.00	
Less amount previously transferred		19,600.00	
			7,000.00
County share of construction costs		24,034.45	
Less amount previously transferred		19,600.00	
			4,434.45
			2,565.55

ACKNOWLEDGMENT OF BILLING REQUEST
To be refunded
By

RECEIVED
COUNTY & CITY SECTION
JUN 8 - 1971
☐ ENGR. ☑ COOR. ☑ CE ☐ AE ☐ UE
☑ UPE ☐ CE ☑ RE ☐ RPE ☐

Salem, Oregon July 24, 1970

FAS 415
Klamath Co

STATE OF OREGON

To Pacific Power & Light Co.

Klamath Falls, Oregon, Dr.

Project Esplanade St. - Ft. Klamath Road

Highway Comm. Agreement No.

Contractor

Contract No. 7320

Ry. Company's Agreement No.

Estimate No. 1

Period Covered

Item	Total Amount to Date	Previous Amount	Present Amount
Invoice June 16, 1970	$1,080.00		$1,080.00

Totals

Retained 0 %

Total Payments $1,080.00 $1,080.00

Computed By JJ

Checked By

Previous Voucher No.

Charge:

Charge: 518-1016-285-01-G1N $1,080.00

Charge:

Credit:

Approved By:

Auditor

RECEIVED
JUL 27 1970
ENGINEER
COUNTY & CITY DIVISION

NOTED
HAROLD REYNOLDSON

NOTED
RICHARD BLADORN

NOTED
R. H. PRANGE

NOTED
H. S. COX

NOTED
RICHARD UNREIN

NOTED
MAINOR C. HOLMES

Noted
Oscar H. Norberg

NOTED
P. B. Arensmeier

NOTED
DON HARWELL

FORM 1330B

PACIFIC POWER & LIGHT COMPANY
KLAMATH FALLS, OREGON

INVOICE

Mr. Norman Krehbiel
Resident Engineer
Oregon State Highway Department
2557 Altamont Dr.
Klamath Falls, Oregon 97601

July 16, 1970

Dec. 19, 1969	Cost to revamp facilities for replacement of bridge at Main and Alameda Streets, Klamath Falls, Oregon		$1,080.00

J F Putnam

FORM 2-90 (12-67)

RECEIVED
DIVISION IV BEND
JUL 21 1970
☐ DE ☐ AUE ☐ AUE ☐ DUD ☐ DOE
Assigned ____________
Action ____________

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Klamath Falls, Oregon
July 20, 1970

SUBJECT: KID Canal (Main Street) Bridge
Contract 7320
Prefix 518-1016

To: J. F. Putnam
Division Engineer
Bend

Enclosed are three copies of a bill for $1,080.00 from Pacific Power and Light Co. for moving of their power lines.

I have been informed by Mr. Earl Kessler that this matter has been taken up with Mr. Dave Hoerning, Klamath County Engineer, and that the County is agreeable to a 50-50 split of this cost with the State. They would prefer that the State pay the bill and deduct their portion on the final accounting of the project cost.

N D Krehbiel

N. D. Krehbiel
Resident Bridge Engineer

RECEIVED
JUL 21 1970
FOR FILING

SU-476(3)
7320

July 21, 1970

United Pacific Insurance Co.
P. O. Box 1216
Tacoma, Washington 98401

Gentlemen:

Contract No. 7320 awarded to Hamilton Construction Company for a structure on the Esplanade Street-Hart Klamath Road Section of the Klamath Falls-Malin Highway in Klamath County was completed on May 5, 1970, and accepted by the Highway Commission on July 20, 1970.

Final payment in the amount of $5,882 will be released to the contractor after July 28, 1970. The total contract amount is $117,715.28 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fhe

cc Hamilton Construction Company
P. O. Box 1376
Eugene, Oregon 97401

Frank Morgan
Ivan Merchant
V. E. Skoog
Attn: John Kerr
J. F. Putnam

RECEIVED
JUL 21 1970
FOR FILING
SU-476(3)
7320

July 20, 1970

Oregon State Highway Commission

Gentlemen:

Work was completed May 5, 1970, on Contract No. 7320. The contract was with Hamilton Construction Co. and was for a structure on the Esplanade Street-Fort Klamath Road Section of the Klamath Falls-Malin Highway in Klamath County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective July 20, 1970, and that you concur in this procedure at the Commission meeting on August 18.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

R. L. Porter
State Highway Engineer

cc: Floyd Query
Tom Edwards
A. E. Johnson
Victor D. Wolfe
I. D. Merchant
F. D. Morgan
V. E. Skoog
L. H. Young
J. F. Putnam

ms sr

FORM 2-30 (12-67)

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 23, 1970

To: Mr. F. D. Morgan
Construction Engineer
OFFICE

SUBJECT: PP&L Adjustment
Esplanade St.-Fort Klamath Rd. Section
Klamath Falls-Malin Highway
Klamath County

ATTENTION: John Bond
Construction Administration Engineer

After a review of the facts, it is our opinion that the second adjustment performed by Pacific Power & Light Company on the subject section is the responsibility of the "project".

Prior to the completion of construction plans and specifications, the County requested the Power Company to adjust their facilities in conflict with the proposed construction. Since the poles occupied public road right of way, the cost of this move was borne by PP&L. The Company submitted a plan to Mr. J. E. Holcomb for approval. He, in turn, consulted the Bridge Engineer. Based on the preliminary plans available, it appeared the Company's proposed plan would allow the contractor to construct the bridge without conflict. The Power Company was advised their plan was satisfactory.

At the time the contractor inspected the project preparatory to bidding, the power company was adjusting their facilities. This, with the noteon his plans which indicated the power lines would be "adjusted by others" lead the contractor to conclude that the lines would not conflict with his work. As a matter of fact, it was the intent of the first power line adjustment to remove the conflict.

However, the construction plans and specifications for the project called for piling which was too long to drive with the power lines in their adjusted position.

The contractor then inadvertently digressed from our recommended procedure, and requested the power company to move the lines so he could proceed with his work.

Investigation indicates that the Company performed a second adjustment, using slack spans which probably cost less than it would have cost had the contractor "gone through channels" and requested the move through the County.

Since the original adjustment was approved by project personnel, who were working with preliminary plans in order to remove the utility conflict ahead of construction, it is our opinion the second adjustment should be a project cost for the following reasons:

1. The power company's original plans were approved by project supervisors (Bridge Engineer and Division Utility Engineer).

2. The plan appeared to be a reasonable method of avoiding the conflict - based on the preliminary plans available.

3. Prior to bidding, the contractor observed the power lines being relocated.

4. The construction plans indicated the power lines to be moved by others.

5. Although the contractor digressed from normal procedure, the cost of the second adjustment was not increased by this deviation.

6. The first move was approved by "project personnel", and the second move was required by the project.

7. When a utility performs its adjustment according to an approved plan, and it is necessary for the utility to move a second time on a project, it is the policy of the State to reimburse the utility for the second move.

T. W. Litchfield
Railroad & Utility Engineer

PGP:ss

SU-476(3)
7320

FORM B-1 (REV. 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Esplanade Street-Fort Klamath Road

WEEK ENDING: May 23, 1970

SECTION PREFIX: 518-1016

HIGHWAY: Klamath Falls-Malin

COUNTY: Klamath

NAME OF JOB: K.I.D. Canal (Main St.) Bridge

KIND OF WORK: Bridge Construction

CONTRACTOR: Hamilton Construction Co.

CONTRACT NUMBER: 7320

FEDERAL AID PROJECT NUMBER: SU-476 (3)

DATE OF CONTRACT: December 5, 1969

DATE WORK STARTED: December 1, 1969

ESTIMATED COMPLETION DATE:

AVERAGE FORCE ON PROJECT FOR THE WEEK:

MEN: SUPERVISION:

SPECIFIED WORK DAYS:

WORK DAYS USED:

SPECIFIED CALENDAR DAYS: 150

CALENDAR DAYS USED: 140

SPECIFIED COMPLETION DATE:

PERCENT OF TIME ELAPSED: 93

PROJECT AUTHORIZATION: $ 133,421.40

EXCLUSIVE OF ENGINEERING: $ 122,833.80

ENGINEERING AUTHORIZATION: $ 10,587.60

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: Excl. of Engr. 100

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 117,615.28

ENGINEERING COST TO DATE: $ 10,000.00

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: inc. Eng. 96

ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN 4.2 %

PERCENT OF AUTHORIZATION: 94 %

DATE PROJECT WAS COMPLETED: May 5, 1970

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	Clear-Warm			
MONDAY	Partly Cloudy-Mild			
TUESDAY	" " "			
WEDNESDAY	Clear-Mild			
THURSDAY	Clear-Warm			
FRIDAY	Partly Cloudy-Mild			
SATURDAY	" " "			

Routing
Morgan M
Decker B
Bond
Walker
Boehme
Johnson
Pease
Swan
Glenn
Litchfield
Gallagher
Stem

RECEIVED
MAY 28 1970
CONSTRUCTION DIVISION

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	No work
MONDAY	Office personnel working on Semi-final all this week.
TUESDAY	Mr. John Schultz, BPR Area Engineer, on project this A.M. to make final inspection.
WEDNESDAY	Mr. Dave Hoerning and Mr. Earl Kessler of Klamath County, along with Mr. Ray Roberts, KID and Mr. Joe Marcott, Bureau of Reclamation made final inspection today.
THURSDAY	
FRIDAY	Semi-final submitted to Division Office today.
SATURDAY	

REMARKS

Semi-final Estimate and data submitted to Division Office May 22, 1970.

THIS IS THE LAST WEEKLY REPORT FOR THIS PROJECT.

SIGNED E. D. Krehbiel by Bob [illegible] LOCATION Klamath Falls

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F210

dated - (12-15-69

MEMO TO FILES

NOTED
H. S. COX

Re: Main Street USBR "A" Canal Bridge
Esplanade Street-Fort Klamath Road
East Side By-Pass, FAS 415
Klamath County

The contractor, Hamilton Construction Company, contacted the Highway Division and said they were having problems shaping the bridge railing to fit the sharp curve on the northeast corner of the structure, and requested a slight change in the plans.

It was decided that the problem could be alleviated by placing a shim between the post and the railing which would eliminate the 10 degree angle the railing makes with the bridge as shown in the drawing 23670. This shim would be welded to the steel post.

Klamath County Engineer, Mr. David Hoerning, and Klamath Falls City Engineer, Mr. Donald Todd, were contacted and had no objections to the change.

Harold Reynoldson
Harold Reynoldson
Planning Engineer
County and City Department

HR:ljt

cc: Ted Roake
David Hoerning-Klamath County Engineer
Donald Todd-Klamath Falls City Engineer
J. F. Putnam
N. D. Krehbiel, Bridge Resident Engineers

NOTED
P. B. Arensmeier

NOTED
R. H. PRANGE

Noted
Oscar H. Norberg

NOTED
RICHARD UNREIN

NOTED
MAINOR C. HOLMES

NOTED
DON HARWELL

STATE COPY

Form Approved; Budget Bureau No. 04-R2089.1

MONTHLY TRANSACTION NO. 12-39	FORM R-2 (REV. 5-69) U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION BUREAU OF PUBLIC ROADS	TE Oregon
		COUNTY Klamath
PROJECT REPORT NO. 3	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)* 12-19-69	PROJECT NO. SU-476(3)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Esplanade Street-Fort Klamath Road Section of the Klamath Falls-Malin Highway

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		▨
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		▨
CONSTRUCTION	10-21-69	0.00
OTHER *(Specify)*		

FUNDS Pro rata 63.54 percent

ESTIMATED TOTAL COST OF PROJECT $ 129,294	FEDERAL FUNDS $ 82,100.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
Federal Highway Administration
Bureau of Public Roads

By
(Division Engineer)

For: R. L. Simpson

Date executed by Division Engineer DEC 19 1969

EXISTING STOCKS OF PR-2 (REV. 3-66) WILL BE USED

Oregon State Highway Division

Federal Aid
Project No. SU-476(3)

ESPLANADE STREET-FORT KLAMATH ROAD SECTION OF THE KLAMATH FALLS-MALIN HIGHWAY IN KLAMATH COUNTY

Project agreement estimate.

Salem, Oregon, December 10, 1969

Type Code X020
Structure #9461 (Left of Sta. 113+10) (Length 120') (Contract No. 7320)

Remove Old Bridge	All Required		$ 9,000.00
Structural Excavation	60 cu. yd.	4.00	240.00
Furnish 14-inch Prestressed Concrete Piling	3,045 lin. ft.	6.00	18,270.00
Drive Concrete Piles	63 only	100.00	6,300.00
Class "A" Concrete (632 cu.yd.)	All Required		60,000.00
Reinforcement (148,600 lbs.)	All Required		18,000.00
Three Tube Metal Railing	235 lin. ft.	22.00	5,170.00
1-1/2 inch Electrical Conduit	280 lin. ft.	2.00	560.00
Install Telephone Conduit	All Required		100.00
			$117,640.00
Credit for Telephone Conduit			$ (100.00)
	Subtotal		$117,540.00
	10% Engr. & Cont.		11,754.00
	Total		$129,294.00

Length of Project - - 0.00 mile

Federal Funds - - - - - - - - - -	$ 82,100.00
State Funds - - - - - - - - - -	23,597.00
County Funds - - - - - - - - - -	23,597.00
Total - - - - - - - - - - - -	$129,294.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

G-1 - 100%

Prefix 518-1016

c

RECEIVED
DEC 12 1969

[illegible]
SU-476(3)
7320

December 11, 1969

Hamilton Construction Co.
P. O. Box 1376
Eugene, Oregon 97401

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract No. 7320 for construction on the Esplanade St.-Fort Klamath Road Section of the Klamath Falls-Malin Highway in Klamath County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

Enclosure
United Pacific Insurance Company, Portland and Tacoma
bc: D. J. Barbee
F. D. Morgan
I. D. Merchant
J. F. Putnam
H. D. Krehbiel

OREGON STATE
HIGHWAY DEPARTMENT
FORM A-190 (3-64)

HIGHWAY DEPARTMENT INVOICE

NO. 100705

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
12-10-69	CC 1202		518-1016-997

Klamath County
Courthouse
Klamath Falls, Oregon 97601

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Attention: Don Kenyon, Chairman			
Advance Deposit			26,600.00
Partial transfer of the advance deposit for the Main Street Bridge over "A" Canal, Esplanade Street-Fort Klamath Road, East Side By-Pass, FAS 415			19,600.00
To be retained			7,000.00

RECEIVED
DEC 11 1969
ENGINEER
COUNTY & CITY DIVISION

NOTED
P. B. Arensmeier

ACKNOWLEDGMENT OF BILLING REQUEST
Cash Re[illegible] ______________
By ______________

NOTED
R. H. PRANGE

Noted
Oscar H. Norberg

NOTED
RICHARD UNREIN

NOTED
DON HARWELL

NOTED
HAROLD
REYNOLDSON

NOTED
H. S. COX

December 10, 1969

Klamath County Board of Commissioners
Courthouse
Klamath Falls, Oregon 97601

Attention Mr. David Hoerning
Director of Public Works

Re: Esplanade Street-Fort Klamath Road
East Side By-Pass, FAS 415
Klamath County

Gentlemen:

This is to acknowledge receipt of the County's advance deposit in the amount of $26,600 for the Main Street Bridge on subject project.

A copy of the construction plans and contract (No. 7320) are enclosed for your information and reference. If more copies are desired, please do not hesitate to request same.

Very truly yours,

H. S. Cox
County and City Engineer

By: Harold Reynoldson
Planning Engineer

HR:ljt
Enclosures

NOTED
HAROLD
REYNOLDSON

NOTED
P. B. Aronsmeier

NOTED
R. H. PRANGE

Noted
Oscar H. Norberg

NOTED
RICHARD UNREIN

NOTED
MAINOR C. HOLMES

NOTED
DON HARWELL

KLAMATH COUNTY ROAD DEPARTMENT
OFFICE OF
COUNTY ENGINEER
COURTHOUSE
KLAMATH FALLS, OREGON 97601

NOTED
H. S. COX

November 21, 1969

Mr. H. S. Cox
City-County Division
Oregon State Highway Department
Salem, Oregon 97310

Dear Mr. Cox:

Enclosed is Check #19805 in the amount of $26,600.00 deposited by Klamath County as our share of matching funds for the construction of the Esplanade Street-Fort Klamath Road Section on FAS 415 (Klamath Falls-Malin Highway #50).

The supplemental agreement dated November 10, 1969 has been executed by the Klamath County Board of Commissioners and has been forwarded to the City of Klamath Falls for their signatures. Upon receiving the fully executed agreement we will forward them to your office.

Very truly yours,

Dave Hoerning

Dave Hoerning
Director of Public Works

DH:ml
Enclosure

RECEIVED
NOV 24 1969
ENGINEER
COUNTY & CITY DIVISION

NOTED
P. B. Arensmeier

NOTED
HAROLD
REYNOLDSON

NOTED
RICHARD UNREIN

NOTED
DON HARWELL

NOTED
H. S. COX

November 17, 1969

Klamath County Board of Commissioners
Courthouse
Klamath Falls, Oregon 97601

Attention: Hon. Don Kenyon
Chairman

Gentlemen:

On November 13, 1969, a satisfactory bid was received from the Hamilton Construction Company, Eugene, Oregon, for the Main Street Bridge on the Esplanade Street-Fort Klamath Road Section on FAS 415 (Klamath Falls-Malin Highway #50).

As per the agreement between State and County, the following advance deposit is required from the County prior to awarding of a contract.

Bid Items	$117,640.00
Telephone Conduit	400.00
13½ % Eng'r. and Contingencies	15,081.40
Estimated Total Cost	$133,121.40

County Advance Deposit:
20% of $133,121.40 = $26,624.20 OR $26,600.00

Please make this advance deposit in the amount of $26,600.00 payable by check or warrant to the Oregon State Highway Commission and forward to this office.

Also, would you please return the signed copies of the supplemental agreement for this project, which was submitted to you with our cover letter dated November 10, 1969, along with your advance deposit.

Very truly yours,

H. S. Cox
County-City Engineer

NOTED
P. B. [illegible]

HR
By: Harold Reynoldson
Planning Engineer

HR:ljt

NOTED

NOTED
R. H. PRANGE

NOTED
RICHARD UNREIN

NOTED
DON HARWELL

RECEIVED
DEC 10 1969

SU-476(3)
7320

December 8, 1969

MISC. CONTRACTS and
AGREEMENTS No. 3842

Board of County Commissioners
Klamath County
Courthouse
Klamath Falls, Oregon 97601

Attention: Don Kenyon
Chairman

Gentlemen:

Attached for your files is a fully executed copy of a supplemental agreement between Klamath County, City of Klamath Falls, and the Oregon State Highway Commission concerning construction of the Main Street Bridge crossing the U.S.B.R. "A" Canal within the City of Klamath Falls.

We are sending the City of Klamath Falls a fully executed copy of this agreement and one is being retained for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm
Attachment

cc H. S. Cox
(conf. agreement attached)

RECEIVED
JAN 27 1970

FOR FILE
SU-476(3)
7320

Bid
Nov. 3

December 5, 1969

Hamilton Construction Co.
P. O. Box 1376
Eugene, Oregon 97401

Gentlemen:

The State Highway Commission on November 18, 1969, accepted your proposal for construction on the Esplanade Street-Fort Klamath Road Section of the Klamath Falls-Malin Highway in Klamath County for the sum of $117,640 and referred it to the State Highway Engineer with authority to award the contract as soon as approval of Klamath County was received and the sum of $26,700 was deposited by the County.

These conditions were fulfilled and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 7320.

Enclosed are three copies of this contract. Two of these copies should be signed on the contract and bond pages and returned to this office for completion. Please follow exactly the instructions given on the blue slip attached to the contract.

The third copy of the contract stamped "Advance Copy to be Retained by Contractor" is furnished for your information pending receipt of a fully executed copy.

The calendar day count on this contract will begin December 17, 1969.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cr
Enclosures

bc: Pacific Builder & Engr., Inc., Seattle, Wash.
Daily Journal of Commerce, Seattle, Wn., & Portland, Ore.
F. D. Morgan
I. D. Marchant
D. J. Barbee
William Geibel (SAIF)
J. F. Putnam
H. D. Krebbiel

Trans. No. 10-32

10-21-69

FORM PR-48
(REV. 7-67)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

TRANSMITTAL AND REQUEST FOR INITIAL PROGRAM APPROVAL OF PROJECTS

(PPM 21-1)

STATE HIGHWAY DEPARTMENT: Oregon

DATE: Oct. 21, 1969

BY (Signature): Mr. Young's Sept. 23, 1969 letter

TITLE:

CLASS OF FEDERAL FUNDS: ☐ FAI ☐ FAP ☐ FAU ☒ FAS ☐ OTHERS

STAGE 1* ITEM NOS. ______ THRU ______

STAGE 2 ITEM NOS. 1012 THRU ______

ITEM NO.	PROJECT NOS.	LENGTH (Miles)	TOTAL ESTIMATED COST	FEDERAL FUNDS	OTHER IDENTIFICATION AND/OR REMARKS (State) Location	Work
1012	SU 476(3)	0.023	$160,000	$101,600	Main St. & A Canal Klamath Falls	One bridge

orig to Young 10-23-69

RECEIVED
OCT 22 1969
OFFICE OF
STATE HIGHWAY ENGINEER

REMARKS (Division) This program approval is being granted with the understanding that the remainder of the interchange complex of Main St. and Klamath Falls Malin Highway FAS Route 45 will be completed in the near future.

You are authorized to proceed with actions necessary to advance to completion the physical construction provided for by the above projects in accordance with the provisions of your approved Secondary Road Plan. If you subsequently find that exceptions to the procedure will be needed or that your proposed design standards for these projects are lower than the minimum design standards as approved June 24, 1968, this office should be notified of such proposed exceptions and reasons thereof.

B. KLABOE

RECOMMENDED		APPROVED
DATE	SIGNATURE AND TITLE	DATE 10/21/69	SIGNATURE AND TITLE for R. E. Simpson, Division Engineer

RECEIVED
NOV 1 - 1969
FOR FILING

11-476(3)
7320

* Program approval and any authorization to proceed with a Stage 1 project shall not constitute any commitment of Federal funds nor shall it be construed as creating in any manner, any obligation on the part of the Federal Government to provide Federal funds for the undertaking.

Trans. Nos. 10-33, 10-34

FORM PR-48
(REV. 7-67)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

TRANSMITTAL AND REQUEST FOR INITIAL PROGRAM APPROVAL OF PROJECTS
(PPM 21-1)

STATE HIGHWAY DEPARTMENT: Oregon

DATE: 10/21/69

BY (Signature): Mr. Young's September 23, 1969 letter

TITLE:

CLASS OF FEDERAL FUNDS: ☐ FAI ☐ FAP ☐ FAU ☒ FAS ☐ OTHERS

STAGE 1* ITEM NOS. ______ THRU ______

STAGE 2 ITEM NOS. 1013 THRU 1014

ITEM NO.	PROJECT NOS.	LENGTH (Miles)	TOTAL ESTIMATED COST	FEDERAL FUNDS	OTHER IDENTIFICATION AND/OR REMARKS (State) Location	Work
1013	SU-441(8)	0.55	$800,000	$255,000	Santa Clara Interchange (Belt Line Rd.)	Gr. - Dr. - H T Pave - Str.
1014	S-571(1)	0.03	90,000	57,100	South Yamhill River (Grande Ronde)	Str.

RECEIVED
OCT 22 1969
OFFICE OF
STATE HIGHWAY ENGINEER

REMARKS (Division)

On Item 1014 - S 571(1), South Yamhill River Section, the minor deviations in bridge width are approved as a Secondary Road Plan design exception.

You are authorized to proceed with actions necessary to advance to completion the physical construction provided for by the above projects in accordance with the provisions of your approved Secondary Road Plan. If you subsequently find that exceptions to the procedure will be needed or that your proposed design standards for these projects are lower than the minimum design standards as approved June 24, 1968, this office should be notified of such proposed exceptions and reasons thereof.

RECOMMENDED

DATE:

SIGNATURE AND TITLE:

APPROVED

DATE: 10/21/69

SIGNATURE AND TITLE: R. E. Simpson, Division Engineer

NOTED
F. B. KLABOE

* Program approval and any authorization to proceed with a Stage 1 project shall not constitute any commitment of Federal funds nor shall it be construed as creating in any manner, any obligation on the part of the Federal Government to provide Federal funds for the undertaking.

GPO 927-354

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: County and City Division

NOTED
H. S. COX

SUBJECT: Federal Aid Project No. __________

Highway No. FAS 415

Project Name USBR "A" Canal Bridge

East Side By-pass

Gentlemen:

1. We hereby certify that, to the best of our knowledge and belief, all rights-of-way or rights-of-entry for the above referred to Federal-aid project have been secured.

2. We hereby certify that: (check one)

☒ There has been no displacement of persons from residences, farms, or businesses; or

☐ All displaced persons have been tendered all assistance possible and given all available information to assist in re-establishment in residence, farm, or business.

3. We hereby certify that the occupancy and/or adjustment of existing utilities within the right-of-way of the above referred to Federal-aid project have been authorized by permit, franchise, or other approved procedure.

Dated at Klamath Falls, Oregon, this 29th day of September, 1969.

Klamath County

Chairman

Commissioner

Commissioner

RECEIVED
OCT 1 - 1969
ENGINEER
COUNTY & CITY DIVISION

(11/29/66)

NOTED
MARION J. HOLMES

NOTED
P. B. [illegible]

NOTED
R. H. PRANGE

NOTED
RICHARD UNREIN

Noted
Oscar H. Norberg

NOTED
DON HARWELL

RECEIVED
OCT 3 - 1969
FOR FILING

511-476(3)
7320.

September 23, 1969

Main - A Cana

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon 97301

Dear Sir:

We are submitting program data for four Federal-Aid Secondary Projects, Items 1012 through 1015, which we desire to have included in the Federal-Aid Secondary Highway Program.

These projects have been selected by the State Highway Commission and local authorities in cooperation with each other as required by the Federal-Aid Act.

It is our intention to receive bids for these projects on October 23, 1969, however, it will be necessary that the obligation balance for the second quarter of fiscal year 1970 be released to the State before your office can authorize these projects. We request that prior to the authorization of these projects, if the obligation balance release is reduced, that the State be contacted as to which of the projects we desire to have authorized.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Program & Planning Engineer

RNC:aw

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W.O.

FORM PR-1
(REV. 4-61)

FEDERAL-AID PR

(PPM 21

CARD 2	REPORT NUMBER 1 (10) (20)	PROJECT LOCATION (45 typewriter spaces) St. Rd. Klamath Falls (Main St. & "A" Canal) 21 65	**ADT**	PRESENT 8,400	FUTURE 12,600 (66) (70)
					YEAR 89 (71)

CARD 3	CHARACTER OF PROPOSED WORK (35 typewriter spaces) One Bridge 28 62	NATL. FOREST (63) (65)	FH ROUTE NO. (66) (68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. AUTH (74)	

CARD 4	CLASS OF FEDERAL FUNDS	Secondary	COUNTY NAME K
	NAME OF URBAN AREA 17-21	Klamath Falls	ROUTE NO. S FEDERAL-AID 415

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	WORK CLASS	 TYPE	STEP	TERMINI (Full description)	MILES	ESTIMATED PROJECT CO TOTAL ESTIMATED COST	 FEDERAL FUNDS
1	(14-15)	(16	41	42	43 46	53	St. Rd. Klamath Falls (Main St. and "A" canal) (Esplanade St. - Ft. Klamath Rd. Section)	(54) (58)	(59) (66)	(67) (76
5					**PE**					
5					**ROW**					
5					**CONST** (CODE) X-020			0.023	160,000	101,600

CARD 1	CODE 1	PREPARED BY	PROJECT TOTALS	0.023	160,000	101,600
1	14	PROGRAM APPROVAL DATES			(16) (23)	(24) (3

This structure wi
Main St. and Klam
constructed in th

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

Canal)	**ADT**	PRESENT 8,400	FUTURE 12,600	YEAR 89	REGION 08	STATE NAME Oregon	STATE CODE 35	APPN CODE 022	ITEM NO. 1012

SUPV AGCY	DA CLASSIF.	DA AREA	EMERG. YR.	PL. AUTH YR	PROJECT NUMBER PREFIX LETTER(S) SU-	NUMBER / SEQ. NO. 476 (3)	I Projects Only POST MI. / DESIG.

COUNTY NAME	Klamath	CODE 035	PROGRAM STAGE	
ROUTE NO. S	FEDERAL-AID 415	STATE 50	U.S.	☐ 1 OR ☒ 2

MILES	TOTAL ESTIMATED COST	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	CHARACTER OF PROPOSED WORK (Full description)
					One R.C. Slab bridge, length 160', H.C. 60' - 87', 7' sidewalk each side. ROW - 80' min; Access Control - none; Parking Restriction — none.
0.023	160,000	101,600	29,200	29,000 (Co.)	
0.023	160,000	101,600	29,200	29,000 (Co.)	

REMARKS Relocation payments - None involved.
This structure will become a portion of the interchange complex of Main St. and Klamath Falls - Malin Hwy. FAS 415, which will be constructed in the near future.

continued ——

ESPLANADE ST. - FT. KLAMATH ROAD SECTION
Project S-476 (3)

EXISTING FACILITIES: A three span treated timber stringer bridge on concrete piers. 30' in width, 9
with a sidewalk on each side.

Adjacent Sections:

EAST END: FAS 415
WEST END: 60' AC paved curbed street

PROJECT DATA: Construct a reinforced concrete bridge, on improved alignment, over the USBR "A" Canal
Main Street in the City of Klamath Falls. This structure is to be 120' long, the width on the west en
60' and with the east end flared on the north side making the width approximately 87'. This flare mak
connection to FAS 415. There will be 7' sidewalks on each side. Contractor to remove and dispose of
existing structure. Street can be closed during construction. Barricades will be contractor's respon
County will construct the approaches and connections to structure. Provisions for hanging gas and wat
are to be provided. Telephone company will provide conduit and contractor will install.

RIGHT-OF-WAY: 80' minimum
ACCESS CONTROL: None

RR XING.: None
MINIMUM DESIGN STANDARDS: No deviations from standards

SYSTEM ACTION: Completed
PUBLIC HEARING: Offered but not requested.

UNUSUAL OR COMPLICATED SITUATIONS: Main Street in Klamath Falls is not on the FAS System. However, t
given special approval for the addition of the bridge on Main Street over USBR "A" Canal to FAS route
provided that the bridge be constructed in conjuction with the improvement of the Esplanade Street-For
Road Section of FAS 415, and that it will improve the connection between FAS 415 and Main Street.

ROUTE DATA: This is a heavily travelled street in the City of Klamath Falls.

Relocation assistance requested -	None
Parks and recreation areas affected -	None
Social, economic and environmental effects considered -	Yes
Location and design approved -	9/12/69

ESPLANADE ST. - FT. KLAMATH ROAD SECTION
Project S-476 (3)

IES: A three span treated timber stringer bridge on concrete piers. 30' in width, 95' long on each side.

:

15
C paved curbed street

onstruct a reinforced concrete bridge, on improved alignment, over the USBR "A" Canal on he City of Klamath Falls. This structure is to be 120' long, the width on the west end being east end flared on the north side making the width approximately 87'. This flare makes a better S 415. There will be 7' sidewalks on each side. Contractor to remove and dispose of the re. Street can be closed during construction. Barricades will be contractor's responsibility. truct the approaches and connections to structure. Provisions for hanging gas and water lines d. Telephone company will provide conduit and contractor will install.

0' minimum
None

TANDARDS: No deviations from standards

Completed
Offered but not requested.

LICATED SITUATIONS: Main Street in Klamath Falls is not on the FAS System. However, the B.P.R. has proval for the addition of the bridge on Main Street over USBR "A" Canal to FAS route 415 e bridge be constructed in conjuction with the improvement of the Esplanade Street-Fort Klamath FAS 415, and that it will improve the connection between FAS 415 and Main Street

s is a heavily travelled street in the City of Klamath Falls.

ocation assistance requested -	None
ks and recreation areas affected -	None
ial, economic and environmental effects considered -	Yes
ation and design approved -	9/12/69

MEMO TO R. N. CHASE September 15, [illegible] Safety: No

FAS 415, Klamath COUNTY, Esplanade Street-Fort Klamath Road SECTION M.P. 4.48

TERMINI: This is a bridge over the USBR "A" Canal on Main Street, at the intersection with FAS 415 (East side Bypass), State Highway 50, in the City of Klamath Falls.

PROPOSED WORK: Structure

PROJECT LENGTH: 120 feet

COSTS:	TOTAL	FEDERAL	STATE	COUNTY
CONSTRUCTION	$160,000.	$96,000.	$32,000.	$32,000.

EXISTING FACILITIES: A three span treated timber stringer bridge on concrete piers. 30' in width, 95' long with a sidewalk on each side.

Adjacent Sections:
EAST END: FAS 415
WEST END: 60' AC paved curbed street

PROJECT DATA: Construct a reinforced concrete bridge, on improved alignment, over the USBR "A" Canal on Main Street in the City of Klamath Falls. This structure is to be 120' long, the width on the west end being 60' and with the east end flared on the north side making the width approximately 87'. This flare makes a better connection to FAS 415. There will be 7' sidewalks on each side. Contractor to remove and dispose of the existing structure. Street can be closed during construction. Barricades will be contractor's responsibility. County will construct the ~~West~~ approaches and connections to structure. Provisions for hanging gas and water lines are to be provided. Telephone company will provide conduit and contractor will install. ~~Contractor to make the temporary connection of East end to existing FAS 415~~. at telephone expense

RIGHT-OF-WAY: 80' minimum
ACCESS CONTROL: None

RR Xing: None
MINIMUM DESIGN STANDARDS: No deviations from standards

SYSTEM ACTION: Completed
PUBLIC HEARING: Offered but not requested.

UNUSUAL OR COMPLICATED SITUATIONS: Main Street in Klamath Falls is not on the FAS System. However, the B.P.R. has given special approval for the addition of the bridge on Main Street over USBR "A" Canal to FAS route 415 provided that the bridge be constructed in conjunction with the improvement of the Esplanade Street-Fort Klamath Road Section of FAS 415, and that it will improve the connection between FAS 415 and Main Street.

ROUTE DATA: This is a heavily travelled street in the City of Klamath Falls.
Relocation assistance requested NO
Parks and recreation areas affected NO
Social, economic and environmental effects considered YES
Location and design approved by Assistant Highway Engineer YES 9/12/69

NOTED
H. S. COX

NOTED
P. B. [illegible]

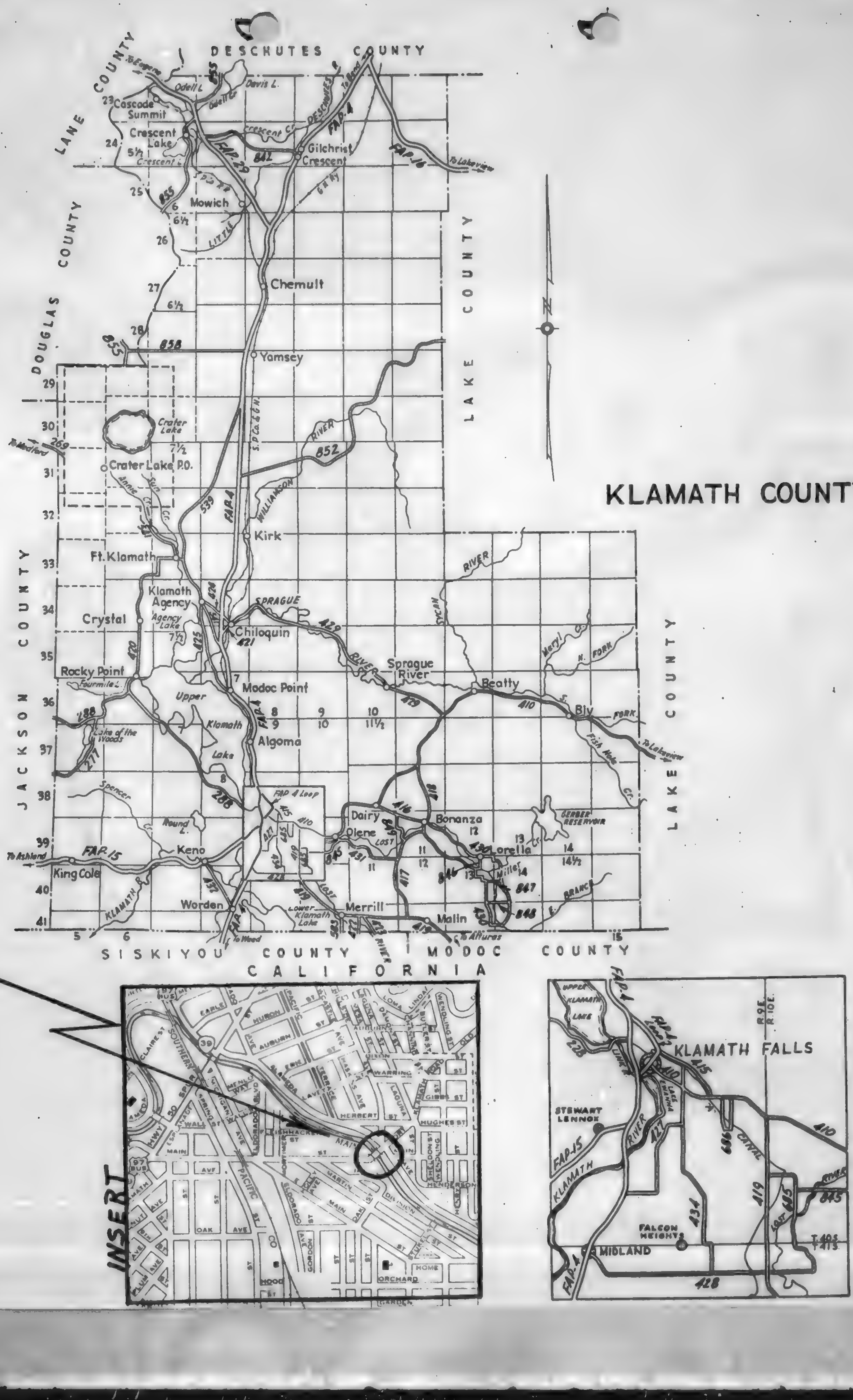
NOTED
R. H. PRANGE

Noted
Oscar H. Norberg

NOTED
RICHARD UNREIN

NOTED
MAINOR C. HOLMES

NOTED
DON [illegible]RWELL



KLAMATH COUNTY

FORM 2-30 (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 11, 1969

To: MEMO TO THE FILES

SUBJECT: Ditch Rider Road
Esplanade Street-Ft. Klamath Road Section
Klamath Falls-Malin Highway
FAS 415
KID Canal (Main Street) Bridge Section
Klamath County

On September 10, 1969 I discussed the above subject with John Holcomb, Harold Reynoldson, Bob Prange, L. H. Warfield, Paul Cox, Adrian Olson and Len Wallace.

It appears that the existing bridge design will restrict the present Ditch Rider Road at the west end of the structure. In order to restore the Ditch Rider Road it will be necessary to acquire easements across private property on either side of the highway. This will involve the acquisition of an easement across an existing paved access road to a parking lot and the acquisition of a flower bed. This right of way should be acquired by either Klamath County or the City of Klamath Falls, whichever is responsible to acquire right of way for this project.

I asked Mr. Meritt's office to prepare a sketch showing the right of way required to accommodate the reconstruction of this Ditch Rider Road and have it completed by the afternoon of Monday, September 15, 1969. Bob Prange will pick the sketch up on that afternoon and use it in his discussion with the County and City people on Tuesday morning, September 16, in Klamath Falls.

Should Mr. Prange's meeting on the 16th generate the need for a change in the bridge design, it is understood that Mr. Prange will contact Mr. Wallace of the Bridge Division immediately.

T. W. Litchfield

T. W. Litchfield
Utilities Liaison Engineer

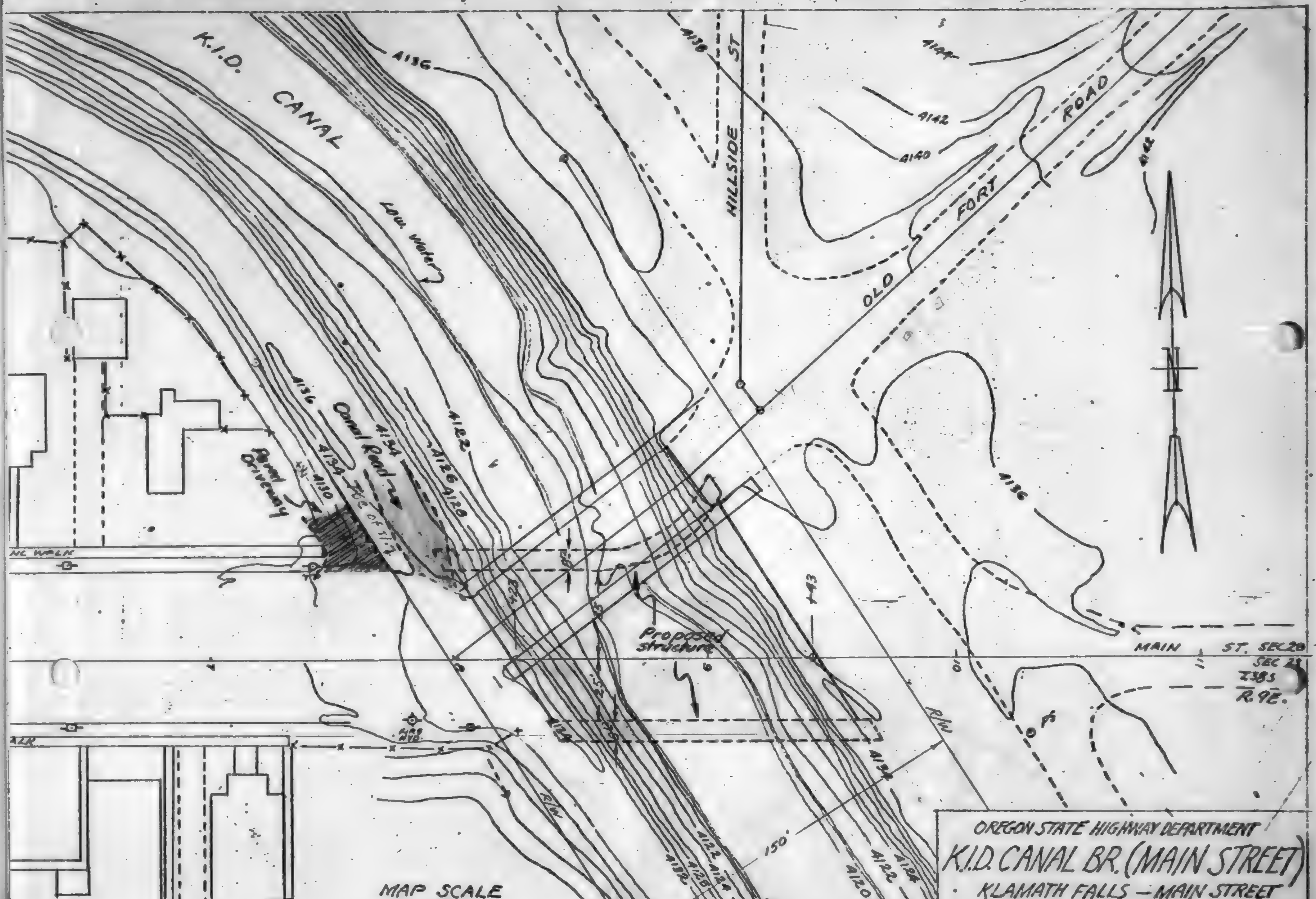
TWL:ss

cc: Len Wallace
A. D. Olson
L. H. Warfield
~~H. S. Cox~~
W. R. Meritt
J. E. Holcomb

RECEIVED
SEP 11 1969
ENGINEER
COUNTY & CITY DIVISION

NOTED
HAROLD REYNOLDSON

NOTED
DON HARWELL



OREGON STATE HIGHWAY DEPARTMENT
K.I.D. CANAL BR. (MAIN STREET)
KLAMATH FALLS – MAIN STREET
KLAMATH COUNTY

W.R. Merritt, Res. Eng'r. Sept. 1969
Drwn. P.C.

KLAMATH COUNTY ROAD DEPARTMENT
OFFICE OF
COUNTY ENGINEER
COURTHOUSE
KLAMATH FALLS, OREGON 97601

NOTED
H. S. COX

August 29, 1969

Mr. Cy Cox
City-County Division
Oregon State Highway Department
Salem, Oregon

Si suggested removal of sidewalk on the north side

Dear Cy:

After our telephone conversation of August 28, I discussed the sidealk with the Board of County Commissioners. It was the opinion of the County Commissioners that Klamath County would like to leave the request as submitted.

This request was for the sidewalk on the north side on the up stream side of the bridge. I know this makes additional cost for signaling and flow of traffic, but this was their wishes.

Thank you again.

Yours truly,

Earl E. Kessler
Earl Kessler
Assistant Engineer

EK/mw

RECEIVED
SEP - 2 1969
ENGINEER
COUNTY & CITY DIVISION

Copy to - Ted Rooke 9/2/69

NOTED
[illegible]
[illegible]

NOTED
P. B. [illegible]

NOTED
R. H. PRANGE

Noted
Oscar H. Norberg

NOTED
RICHARD UNREIN

NOTED
MAINOR C. HOLMES

NOTED
DON HARWELL

FAS 415

KLAMATH COUNTY ROAD DEPARTMENT
OFFICE OF
COUNTY ENGINEER
COURTHOUSE
KLAMATH FALLS, OREGON 97601

RECEIVED
AUG 21 1969
ENGINEER
COUNTY & CITY DIVISION

August 19, 1969

NOTED
H. S. COX

Mr. Cy Cox
City-County Division
Oregon State Highway Department
Salem, Oregon

Dear Cy:

Enclosed is a letter from the Department of Interior regarding the easement for the Main Street Bridge. Klamath County has executed this and would like to make this part of any contract for the Main Street Bridge. If you have any questions regarding this, please contact me.

Last week I had an opportunity to view the proposed south leg of the West Side Road, Forest Highway 48, with the Bureau of Public Roads. They requested that I set a meeting up so that the Bureau of Public Roads, the Oregon State Highway Department, and Klamath County could review the requirements for the public hearing which will be requested to be held on this project.

X-filed
FAS 420
Co/FH file
(FH 48)

This letter is to request a meeting between these agencies sometime in September. Would you please indicate to me the most feasible time for you to be in Klamath Falls so that I can schedule a meeting in September.

I hope to hear from you in the future.

Yours truly,

Earl E. Kessler

Earl E. Kessler
Engineering Assistant

EEK/mw
Enc.

Copy to Bridge 8-21-69

NOTED
R. H. PRANGE

NOTED
[illegible]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Region 2
Klamath Project
P. O. Box R
Klamath Falls, Oregon 97601

IN REPLY
REFER TO:

RECEIVED
AUG 21 1969
ENGINEER
COUNTY & CITY DIVISION

RECEIVED
[illegible] 19 196
Klamath County Road Dept.
BY. OK

August 18, 1969

Klamath County Road Department
Courthouse
Klamath Falls, Oregon 97601

Gentlemen:

We are processing your "request for easement" for construction of a realigned Main Street Bridge across the "A" Canal. It is not probable that this can be executed before the anticipated September contract letting.

As an interim measure, you may begin construction, prior to execution of the easement, subject to adequate assurance that certain structure design and cleanup matters will be properly handled. It is important that the new structure will not increase head loss in the canal flow, the construction and cleanup are done in an acceptable manner, and certain necessary access to the canal right-of-way is maintained. This will require:

1. Approval of the overall plan prior to beginning of construction as it affects the canal.
   - a. Any portion of the bridge or supports placed in the canal section shall be aligned parallel to the centerline of the canal and shall present no greater interference to flow than presently exists.
   - b. Provision for vehicle access to the south bank of the canal on both sides of the street (northwest and southeast).
   - c. Provision for disposal of surface runoff or drainage water other than into the canal.
2. Provisions that will require the contractor forces and other workmen to properly clean up the site, and keep the channel free of debris which would wash or float downstream and cause maintenance problems along the canal. Any rafts or

NOTED
DON HARWELL

other floating equipment or material shall be securely fastened to prevent unauthorized loosening of such objects. Any objects which do enter the canal either by accident or otherwise shall be retrieved immediately.

3. As the existing bridge is a part of the City System, a relinquishment of all right and interest of the City of Klamath Falls in the present crossing at Main Street will be required.
4. The County shall be solely responsible for, and shall indemnify and save the United States harmless from any and all liability for injuries to persons or damage to property caused or resulting in any manner from the County's exercise of the rights and privileges granted hereunder.

Please indicate your acceptance of the above provisions by signing the copy of this letter and returning it to us.

Sincerely yours,

C D Lawrence

C. D. Lawrence
Project Manager

8-21-69
It seems some of the above stipulations should be included in the FAS-C coop const agreement.
DmK.

In duplicate

Accepted:
Klamath County Road Department

By

Title County Engineer

8-8-69

RECEIVED
AUG 26 1969
ENGINEER
COUNTY & CITY DIVISION

Affidavit of Publication

STATE OF OREGON,
COUNTY OF KLAMATH } ss.

I, Jean L. Dalcour being first duly sworn, depose and say that I am the principal clerk of the publisher of the Herald and News a newspaper of general circulation, as defined by Chapter 193 ORS, printed and published at Klamath Falls in the aforesaid county and state; that the notice a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for two successive and consecutive w/// day s, (2 insertion s) in the following issue s:

August 1, 8, 1969

Jean L. Dalcour

Subscribed and sworn to before me this 9th day of August 19 69

(COPY OF NOTICE TO BE PASTED HERE)

NOTICE

Notice is hereby given that Klamath County has proposed plans for future right-of-way acquisition and construction of the U.S.B.R. "A" Canal (Main Street) Bridge section of the East Side By-Pass, FAS 415 lying within the City of Klamath Falls, Klamath County, Oregon.

The proposal consists of constructing a reinforced concrete bridge on revised alignment over the U.S.B.R. "A" Canal on Main Street; the new bridge will be approximately 150 feet long and variable in width from 70 feet to 100 feet with 5 foot sidewalks.

This notice is given in compliance with federal regulations and state statutes pertaining to this type of proposal whereby it is required that public notice be given to enable interested persons to request a hearing on the proposal.

If any interested person desires such a hearing, a request for a hearing should be directed to the Board of County Commissioners, Courthouse, Klamath Falls, Oregon, on or before Friday, August 22, 1969.

No. 298: August 1,8, 1969.

NOTICE

Notice is hereby given that Klamath County has proposed plans for future right-of-way acquisition and construction of the U.S.B.R. "A" Canal (Main Street) Bridge section of the East Side By-Pass, FAS 415 lying within the City of Klamath Falls, Klamath County, Oregon.

The proposal consists of constructing a reinforced concrete bridge on revised alignment over the U.S.B.R. "A" Canal on Main Street; the new bridge will be approximately 150 feet long and variable in width from 70 feet to 100 feet with 5 foot sidewalks.

This notice is given in compliance with federal regulations and state statutes pertaining to this type of proposal whereby it is required that public notice be given to enable interested persons to request a hearing on the proposal.

If any interested person desires such a hearing, a request for a hearing should be directed to the Board of County Commissioners, Courthouse, Klamath Falls, Oregon, on or before Friday, August 22, 1969.

No. 298: August 1,8, 1969.

STATE OF OREGON,
COUNTY OF KLAMATH } ss.

I, Jean L. Dalcour being first duly sworn, depose and say that I am the principal clerk of the publisher of the Herald and News a newspaper of general circulation, as defined by Chapter 193 ORS, printed and published at Klamath Falls in the aforesaid county and state; that the notice a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for two successive and consecutive ~~week~~ day s, (2 insertion s) in the following issue s: August 1, 8, 1969

Jean L. Dalcour

Subscribed and sworn to before me this 9th day of August 1969

Marie Schlatfeldt
Notary Public of Oregon.

My commission expires July 26 1971

Orig. filed w/ County Clerk 8/11/69

(COPY OF NOTICE TO BE PASTED HERE)

NOTICE

Notice is hereby given that Klamath County has proposed plans for future right-of-way acquisition and construction of the U.S.B.R. "A" Canal (Main Street) Bridge section of the East Side By-Pass, FAS 415 lying within the City of Klamath Falls, Klamath County, Oregon.

The proposal consists of constructing a reinforced concrete bridge on revised alignment over the U.S.B.R. "A" Canal on Main Street; the new bridge will be approximately 150 feet long and variable in width from 70 feet to 100 feet with 5 foot sidewalks.

This notice is given in compliance with federal regulations and state statutes pertaining to this type of proposal whereby it is required that public notice be given to enable interested persons to request a hearing on the proposal.

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No. 298: August 1,8, 1969.

NOTICE

Notice is hereby given that Klamath County has proposed plans for future right-of-way acquisition and construction of the U.S.B.R. "A" Canal (Main Street) Bridge section of the East Side By-Pass, FAS 415 lying within the City of Klamath Falls, Klamath County, Oregon.

The proposal consists of constructing a reinforced concrete bridge on revised alignment over the U.S.B.R. "A" Canal on Main Street; the new bridge will be approximately 150 feet long and variable in width from 70 feet to 100 feet with 5 foot sidewalks.

This notice is given in compliance with federal regulations and state statutes pertaining to this type of proposal whereby it is required that public notice be given to enable interested persons to request a hearing on the proposal.

If any interested person desires such a hearing, a request for a hearing should be directed to the Board of County Commissioners, Courthouse, Klamath Falls, Oregon, on or before Friday, August 22, 1969.
No. 298: August 1,8, 1969.

August 8, 1969
(date)

NOTED
H. S. COX

Klamath County Board of Commissioners
Courthouse
Klamath Falls, Oregon 97601

Gentlemen:

In order to comply with requirements of the Bureau of Public Roads covering protection of public resources such as recreational areas, historical sites, wild life refuges, or any other facility in which the public has a specific interest, it is required that local public authorities should be consulted regarding the impact on these resources of a planned highway improvement.

Would you please fill out the form below regarding these resources and return it to the Oregon State Highway Department, County and City Division, State Highway Building, Salem, Oregon (97310). Retain the second copy for your records.

NOTED
DON HARWELL

Highway FAS 415 (East Side Bypass)

Section Esplanade Street-Fort Klamath Road: Structure

Do you know of any public organization or quasi-official organizations that might be opposed to this project on the grounds of interference with recreational, historical, or public resources? Yes ☐ No ☒

If answer is yes, please list organizations:

RECEIVED
AUG 15 1969
ENGINEER
COUNTY & CITY DIVISION

8/14/69
(date)

By

By
Commissioner

By
Commissioner

[illegible]

Copy to L H Young
Attention D. Ridings

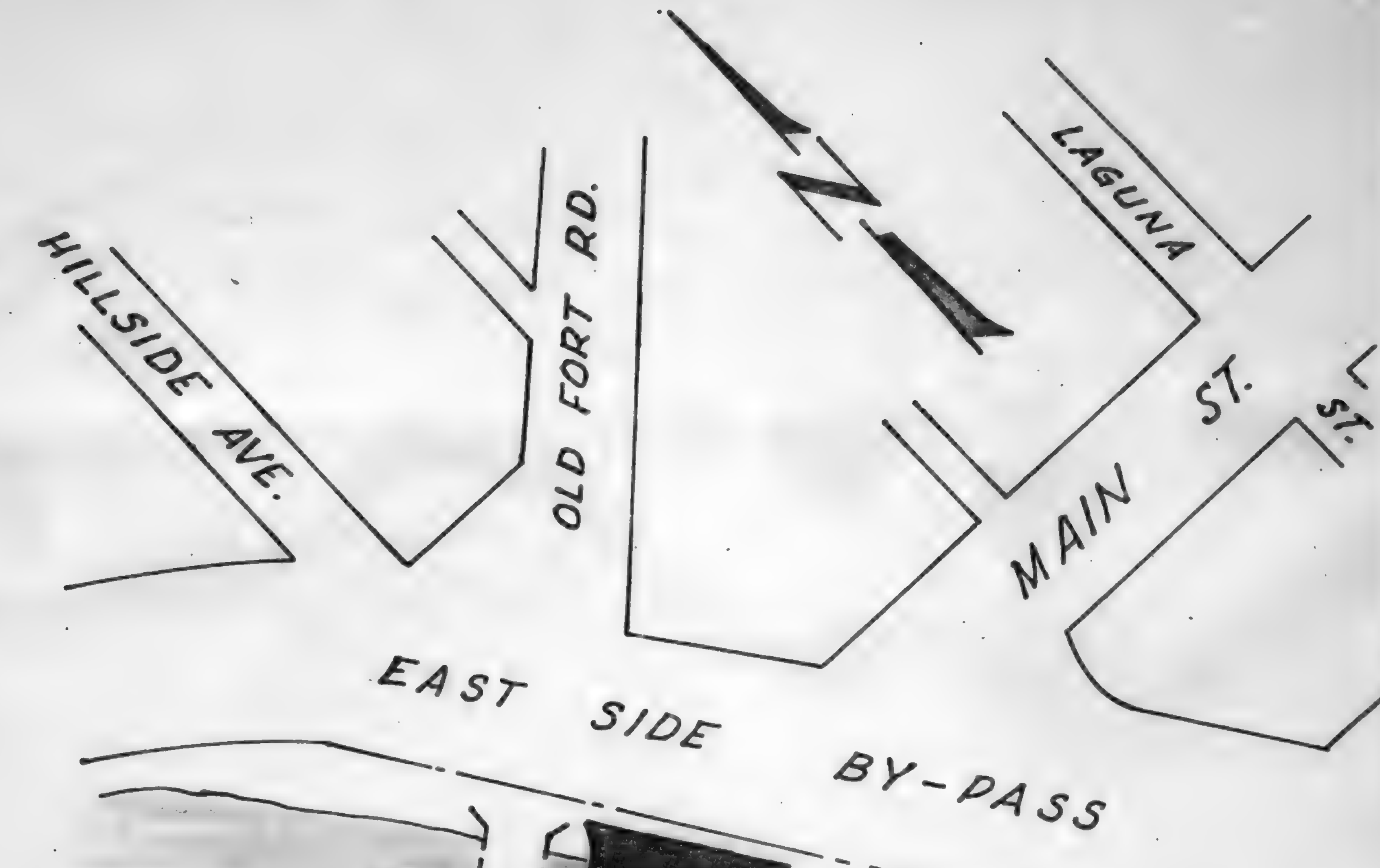
NOTED
R. H. PRANGE

Noted
Oscar H. Norberg

NOTED
RICHARD UNREIN

NOTED
[illegible]

NOTED
MAINOR C. HOLMES



HEARING MAP
U.S.B.R. "A" CANAL (MAIN ST.) BRIDGE
EAST SIDE BY-PASS
KLAMATH COUNTY

August 8, 1969
(date)

NOTED
H. S. COX

Mr. Donald D. Todd
City Engineer
City Hall
Klamath Falls, Oregon 97601

In order to comply with requirements of the Bureau of Public Roads covering protection of public resources such as recreational areas, historical sites, wild life refuges, or any other facility in which the public has a specific interest, it is required that local public authorities should be consulted regarding the impact on these resources of a planned highway improvement.

Would you please fill out the form below regarding these resources and return it to the Oregon State Highway Department, County and City Division, State Highway Building, Salem, Oregon (97310). Retain the second copy for your records.

NOTED
DON HARWELL

- -

Highway FAS 415 (East Side Bypass)

Section Esplanade Street-Fort Klamath Road: Structure

Do you know of any public organization or quasi-official organizations that might be opposed to this project on the grounds of interference with recreational, historical, or public resources? Yes ☐ No ☒

If answer is yes, please list organizations:

RECEIVED
AUG 1 3 1969
ENGINEER
COUNTY & CITY DIVISION

August 12, 1969
(date)

By

By City Engineer
Commissioner

By
Commissioner

NOTED
HAR[illegible]
RE[illegible]

NOTED
R. H. PRANGE

Copy to L H Young
attention D. Ridings

NOTED
RICHARD UNREIN

P. B. Arensmeier

NOTED
[illegible] HOLMES

FAS 415

18

KLAMATH COUNTY ROAD DEPARTMENT
OFFICE OF
COUNTY ENGINEER
COURTHOUSE
KLAMATH FALLS, OREGON

NOTED
H. S. COX

RECEIVED
AUG 1 - 1969
ENGINEER
COUNTY & CITY DIVISION

July 30, 1969

Mr. H. S. Cox
County and City Division
Oregon State Highway Department
Salem, Oregon 97310

Dear Si:

Klamath County is in the process of contacting the utility companies concerning relocation for the construction of the Main Street Bridge. They have inquired if and when the intersection is designed and a contract awarded, will they have to move their facilties again.

To facilitate the utility companies and save relocation time, Klamath County would like to request that the State furnish a design of the Main Street-Eastside By-Pass intersection so the utilities can be moved and relocated at one time to avoid any new construction.

Your cooperation in this matter will be greatly appreciated.

Very truly yours,

Dave Hoerning

Dave Hoerning
Public Works Director

DH:ml

NOTED
HAROLD
REYNOLDSON

Copies To:
Barbee
Merchant
Litchfield

NOTED
P. B. Arensmeier

NOTED
R. H. PRANGE

Noted
Oscar H. Norberg

NOTED
RICHARD UNREIN

NOTED
MAINOR C. HOLMES

NOTED
DON HARWELL

RESOLUTION

In accordance with Section 141, Chapter 1, Title 23, United States Code, Klamath County does hereby resolve and give the following assurances:

1) that every reasonable effort shall be made to acquire the real property by negotiation;

2) that the construction of projects shall be so scheduled that to the greatest extent practicable no person lawfully occupying the real property shall be required to move from his home, farm, or business location without at least 90 days' written notice from the State or political subdivision having responsibility for such acquisition; and

3) that it will be the policy of the County, before initiating negotiations for real property, to establish an amount which is believed to be just compensation, under the law of the State, and to make a prompt offer to acquire the property for the full amount so established.

APPROVED July 22 1969
BOARD OF COMMISSIONERS OF Klamath COUNTY
BY COMMISSIONER
COMMISSIONER
COMMISSIONER

RECEIVED
JUL 24 1969
ENGINEER
COUNTY & CITY DIVISION

FAS 415
Klam Co
18

KLAMATH COUNTY ROAD DEPARTMENT
OFFICE OF
COUNTY ENGINEER
COURTHOUSE
KLAMATH FALLS, OREGON

July 18, 1969

Mr. H. S. Cox
City-County Division
Oregon State Highway Department
Salem, Oregon 97310

Dear Si:

Just a short note to advise you that I have discussed the Main Street Bridge project with the utility companies.

Will you please request the design department to include an eight (8) inch utility duct on the north side for the gas company and a fourteen (14) inch duct on the south side for the water company. Chances are these utility ducts are incorporated into the design but I do not know if they are the size being requested.

Thank you for your assistance.

Very truly yours,

Earl E. Kessler

Earl E. Kessler
Engineering Assistant

NOTED
H. S. COX

EEK:ml

RECEIVED
JUL 22 1969
ENGINEER
COUNTY & CITY DIVISION

NOTED
HAROLD
REYNOLDSON

7-21-69
Copy to Bridge Div.

NOTED
P. B. Arensmeier

NOTED
R. H. PRANGE

Noted
Oscar H. Norberg

NOTED
MAINOR C. HOLMES

NOTED
DON HARWELL

NOTED
H. S. COX

July 17, 1969

Mr. David Hoerning
Klamath County Engineer
Courthouse
Klamath Falls, Oregon 97601

Dear Mr. Hoerning:

Pursuant to the 1968 Federal-Aid Highway Act, counties are now required to either hold a public hearing or afford the opportunity for one in those instances where the counties are acquiring right of way for a county Federal-aid secondary project. This procedure of public hearings must be accomplished by Klamath County prior to construction of the USBR "A" Canal (Main Street) Bridge, adjacent to the East Side Bypass, FAS 415. To assist you in this matter, you will find the following enclosed material:

1. Bureau of Public Roads' PPM 20-8.
2. Set of instructions for advertising and holding a public hearing.
3. Suggested notices and letter to newspapers.
4. Hearing maps.

You will note by the instructions that the matter of public hearings can be done in two ways. First, you may give two weeks' notification advising any interested person to request a public hearing, and if you receive no requests a public hearing need not be held. Secondly, you may give 30 days' notice that a public hearing will be held, then hold a hearing and send all the required information to this office.

There is also enclosed a resolution to be adopted by the Board of Commissioners relative to compliance with Section 35 of the 1968 Act. Please return one approved copy to this office as soon as possible. By adopting this resolution and making it a part of the County's records, it will be good not only for this project but for all future FAS-C projects in Klamath County.

Please let us know if we can be of further assistance.

Very truly yours,

R. H. Prange
Field Engineer
County and City Division

bc F. B. Klabee
D. J. Barbee
L. H. Young
Ivan Marchant
J. F. Putnam

RHP:seb
Enc.

NOTED
RICHARD UNREIN

Noted
Oscar H. Norberg

NOTED
P. B. Arensmeier

NOTED
DON HARWELL

NOTED
R. H. PRANGE

NOTED
H. S. COX

July 17, 1969

Mr. David Hoerning
Klamath County Engineer
Courthouse
Klamath Falls, Oregon 97601

Dear Mr. Hoerning:

Attached is a sketch map of the USBR "A" Canal (Main Street) Bridge showing right of way or easement lines in red which we feel will be sufficient for construction of the bridge. You may use this as a basis for whatever instrument is required from the Bureau of Reclamation.

You will note that the new lines indicate 45' from center line on the south side and variable 55' to 85' from west to east on the north side. We assume that the Bureau of Reclamation will want to see a set of preliminary plans; in which case, these will be sent to you as soon as completed.

Very truly yours,

H. S. Cox
County and City Engineer

By

R. H. Prange
Field Engineer

NOTED
HAROLD
REYNOLDSON

RHP:cb
Attachment

cc Dean [redacted]
J. F. [redacted]

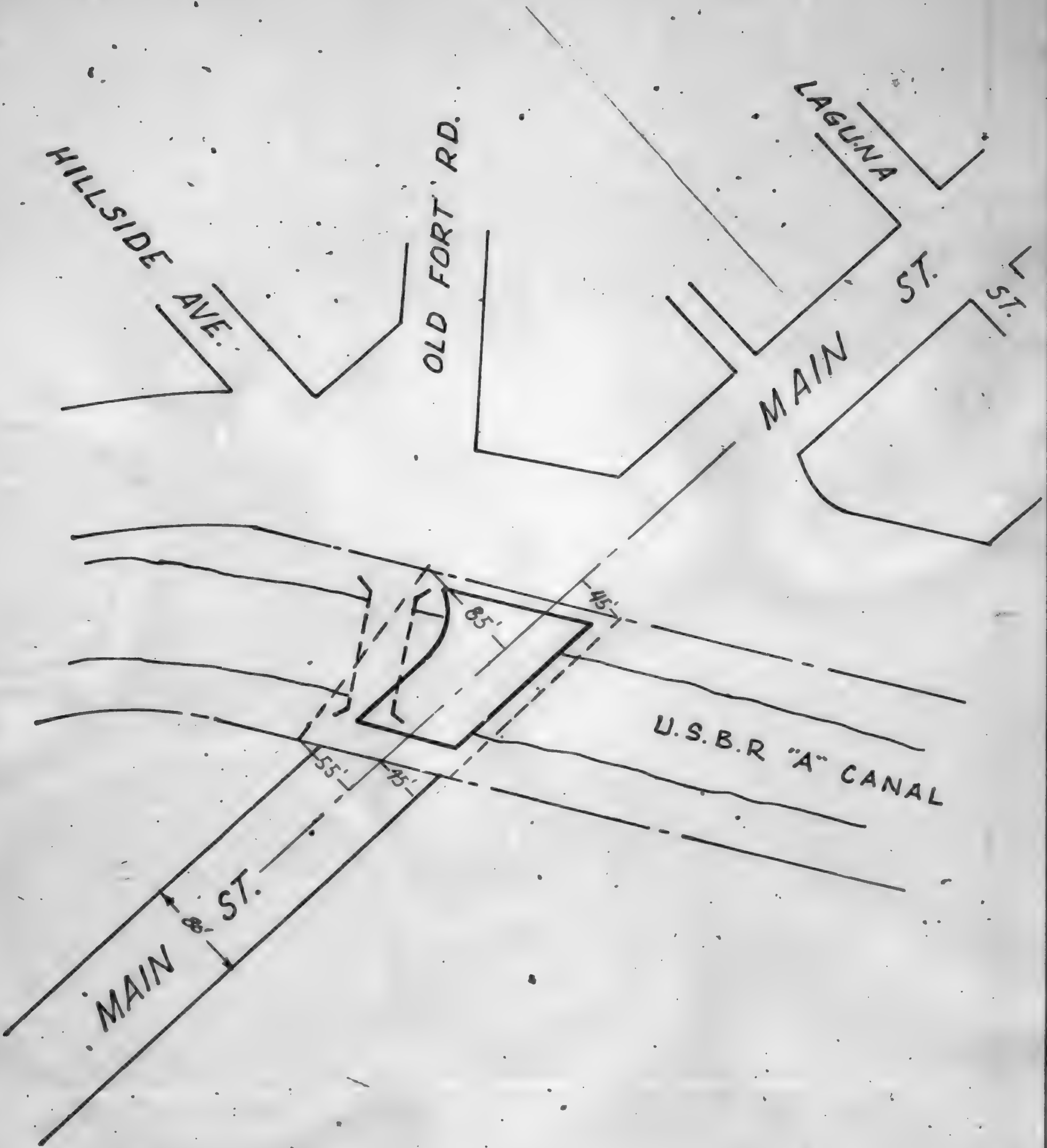
NOTED
P. B. Arensmeier

NOTED
R. H. PRANGE

Noted
Oscar H. Norberg

NOTED
RICHARD UNREIN

NOTED


HILLSIDE AVE.
OLD FORT RD.
LAGUNA
L ST.
MAIN ST.
85'
45'
55'
35'
U.S.B.R "A" CANAL
80'
MAIN ST.

Fas 415

BOARD OF COUNTY COMMISSIONERS

KLAMATH COUNTY OREGON

COUNTY COURTHOUSE - KLAMATH FALLS, OREGON 97601

NOTED
H. S. COX

July 7, 1969

Oregon State Highway Department
City-County Division
Salem, Oregon 97310

ATTENTION: Mr. H. S. Cox, Engineer

Gentlemen:

We wish to remind you of a condition that might create a problem in the building of the Main Street bridge over the Bureau of Reclamation "A" Canal. This canal carries irrigation water from approximately April 1 until September 15. Construction would be very difficult while there is water in the canal. Your plans for bidding should take this into account, and we hope that bids can be let and construction started so that this bridge can be completed this coming year while the canal is drained as the situation is too acute to wait another full year.

As you know, the building of the bridge (and the finishing of the missing link) is a very critical need in our area and hope it can be completed as soon as possible. We have committed county funds for matching FAS funds to complete this project.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS

Don Kenyon
Don Kenyon
Chairman of the Board

S Warren
Scott Warren
County Commissioner

Ragnar L Carlson
Ragnar L. Carlson
County Commissioner

Copy to F.B. Klaboe.
1. Merchant.
G. Wills.

RECEIVED
JUL 8 1969
ENGINEER
COUNTY & CITY DIVISION

NOTED
HAROLD
REYNOLDSON

Olson said vicinity
map should be
delivered to Bridge
dept. today or tomorrow
7/11/69

NOTED
R. H. PRANGE

Noted
Oscar H. Norberg

NOTED
RICHARD UNREIN

NOTED
MAINOR C. HOLMES

NOTED
DON HARWELL

NOTED
H. S. COX

April 23, 1969

Klamath County Board of Commissioners
Courthouse
Klamath Falls, Oregon 97601

Attention Mr. David Hoerning, County Engineer

Main Street Channelization Section
East Side Bypass
FAS 415

Gentlemen:

This is to inform you that your requested subject project was approved by the State Highway Commission at their April 22 meeting.

Very truly yours,

H. S. Cox
County and City Engineer

By

NOTED
HAROLD
REYNOLDSON

HR
Harold Reynoldson
Planning Engineer

HR:cb

NOTED
P. B. Arensmeier

NOTED
R. H. PRANGE

NOTED
RICHARD UNREIN

NOTED
MAINOR C. HOLMES

NOTED
[illegible]

~~Hold/~~

(in 8/4/31/69)

KLAMATH COUNTY
PROPOSED FAS PROJECT (1969 Funds)

FAS 415 - East Side Bypass; Main Street Channelization Section.
Structure, grade, drain, base, curb, and pave - $356,000.
(will be supplemented with future funds)

Construct a concrete bridge approximately 130 feet long with 60-foot wide roadway with the east end flared, and a 5-foot sidewalk on the upstream side over the USBR "A" Canal on Main Street.

Reconstruct a portion of Alameda Avenue for four 12-foot travel lanes with shoulders varying from 4 feet to 10 feet, and with median varying from 2 feet to 8 feet for left-turn refuges. Fully marked channelization and traffic control signals. Street can be closed for bridge construction.

Guard rail is to be part of contract.

Contractor to remove existing structure.

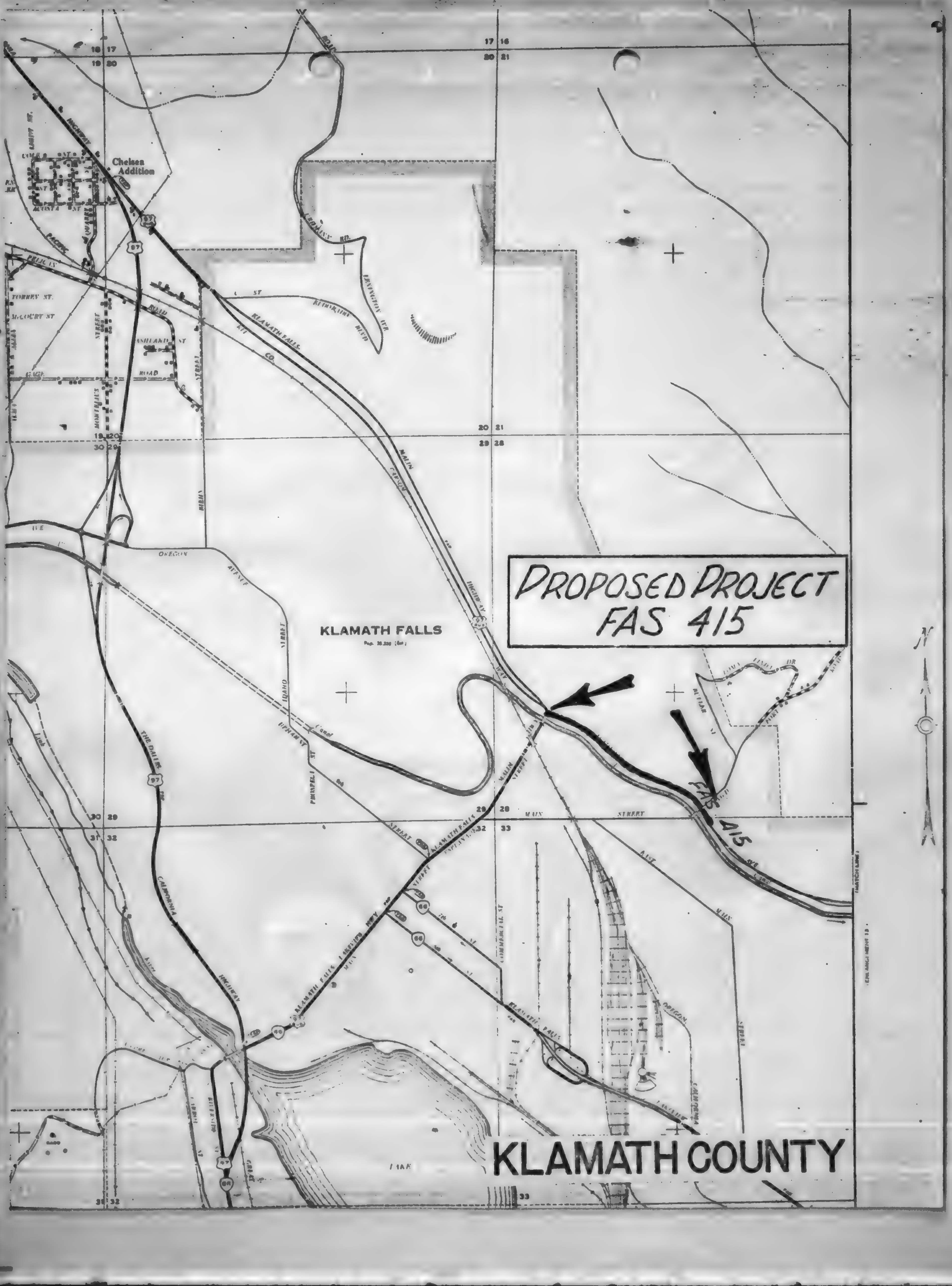
Utilities are to be attached to structure (water and gas mains and telephone cable). Base for light posts and conduits to be installed on structure.

State to make survey and plans and make foundation tests for structure.

County to move utilities.

Hearing required.

69-c
3/31/69


PROPOSED PROJECT
FAS 415
FAS 415
KLAMATH FALLS
Chelsea Addition
KLAMATH COUNTY
N
97
66

NOTED
H. S. COX

April 15, 1969

Klamath County Board of Commissioners
Courthouse
Klamath Falls, Oregon 97601

Main Street-Esplanade Avenue
East Side Bypass
FAS 415 (State Highway No. 50)
Klamath County

Gentlemen:

This is in reply to your request for an estimate of the costs of subject section. A 60-foot bridge on Main Street over the U.S.B.R. canal is to be included as part of this project.

Items 1 and 2 below have been increased to up-date the estimates which were stated in a letter to Mr. Earl Kessler from H. S. Cox, dated January 31, 1969. The estimated costs are as follows:

1. Bridge on Main Street over canal	$170,000
2. Grading, paving, and channelization at end of bridge	100,000
3. Remainder of section between Main Street and Esplanade Avenue	300,000
Total	$570,000

These costs are estimated without the benefit of a field survey, and do not include traffic control signals nor additional right of way. The estimated cost of the traffic control signals will be sent to you as soon as a study of the traffic pattern is completed.

Very truly yours,

H. S. Cox
County and City Engineer

NOTED
HAROLD
REYNOLDSON

By

Harold Reynoldson
Planning Engineer

HR:wb

cc. J.F. Putnam, Div 4

NOTED
RICHARD UNREIN

NOTED
P. B. Arensmeier

NOTED
R. H. PRANGE

NOTED
MAINOR C. HOLMES

NOTED
DON HARWELL

April 10, 1969

SUBJECT: Cost Estimate
K. Falls-Malin Hwy.
Sta. 86--Sta. 118+50

FAS 425
(St. Hwy 50)

Memo to the Files:

At the request of Mr. Harold Reynoldson of City-County Relations Section, the Preliminary Studies Section made a cost estimate for approximately 0.6 mile on the Klamath Falls-Malin Highway #50. This estimate section lies between the Esplanade intersection of Alameda Avenue (Sta. 86 +) and Sta. 118 + 50 which is about 600 feet east of the present intersection of Main Street and Alameda Avenue.

This rather loose cost estimate was based on costs derived from the Crest St.-Patterson St. contract of October 1964 on the Klamath Falls-Lakeview Hwy. and updated to current construction costs. This contract was used as the typical section was similar and it is also located in the same general area.

The cost given to Mr. Reynoldson was $300,000 for this 0.6 mile section.

W. H. Tebeau
W. H. Tebeau

Preliminary Studies Engineer

BOARD OF COUNTY COMMISSIONERS

KLAMATH COUNTY OREGON

COUNTY COURTHOUSE - KLAMATH FALLS, OREGON

NOTED
H. S. COX

February 25, 1969

Mr. H. S. Cox
City-County Division
Oregon State Highway Department
Salem, Oregon 97310

Re: East Side By-Pass
State Highway #50

Dear Mr. Cox:

Please refer to your letter of January 31, 1969 asking the Board of County Commissioners to officially request the State to furnish preliminary plans on the remaining unconstructed portion of the above referenced project.

Enclosed are the executed forms which accompanied your letter. We plan to provide $71,200.00 in our coming 1969-70 budget to cover the County's 20% share of the total F.A.S. monies available to Klamath County. We hope to complete as much of the missing link as possible with these funds.

At this time, it appears the City is financially unable to assist in any way on this project. Therefore, Klamath County requests the State to participate in the project to the extent of completing any portion remaining when the F.A.S. funds are expended.

If there is any additional information needed, please contact our engineering department.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

Don Kenyon
Chairman of the Board

County Commissioner

County Commissioner

RECEIVED
MAR 3 - 1969
ENGINEER
COUNTY & CITY DIVISION

BCC:ml

3-3-69

COUNTY ROAD FAS-C PROJECT REQUEST

Name of County Klamath FAS No. 58 415 Date________

County Road Name________

Section Name East Side By-Pass Length________

Type of Project Construction

Location of Project (Attach sketch map)________

ADT________ Road Class (Hwy. standard)________

I. ROAD PROJECT DATA

1. Traveled Surface: Type________ Width________

2. Shoulders: Type________ Width________
(NOTE: Oiled or paved shoulders required on all Class E or higher projects.)

3. Grading & Drainage:
By County____ County Date of Completion________ By Contract X

4. Bottom Base Course:
By County____ County Date of Completion________ By Contract X
Has base design been given to County? Yes____ No X
Will it be furnished? Yes X No____

5. Leveling Course:
By County____ County Date of Completion________ By Contract X

6. Traveled Surface & Shoulders:
By County____ County Date of Completion________ By Contract X

7. Clearing:
By County____ County Date of Completion________ By Contract X

8. Curbs:
Curbs Required? Yes X No____
Type Desired (rolled, exposure, monolithic, special county standard, etc.) Monolithic-City Standard, except canal frontage
Width between Curbs Your Design

9. Are A.C. footpaths behind curbs desired? Yes____ No X 4'-5' sidewalks adjacent to residential area

10. Are there any structures to be replaced or altered? Yes X No____

11. Will replacement be by: County____ Contract X
(NOTE: If by contract, fill out bridge project data on pages 2, 3, and 4.)

12. Will County adjust structure to new grade? Yes____ No X

13. Will County adjust structure to additional width? Yes____ No X

68-a, FAS-C

14. Will adjusted width be standard? Yes X No ___
(NOTE: Standard width of structure is traveled way plus full shoulders or 32', whichever is greater. If structure is of substandard width, County must sign same to satisfaction of Bureau of Public Roads.)

15. Does County wish rounding of cutbanks? Yes ___ No ___ N/A

16. Does County wish sight posts installed? Yes ___ No X

17. Does County wish guard rail installed? Yes X No ___ Canal side only

18. Does County wish seeding and mulching incorporated into job?
Yes ___ No X

19. Does County wish permanent signing and striping? Yes X No ___
(NOTE: State forces will perform signing and striping at 100% cost to County.)

20. Will traffic signals be required? Yes X No ___
If yes, give location and type: Main Street - Full signalization

21. Is project contingent upon other factors? Yes ___ No X
(Such as construction and timing, cooperative project by County, tie-in with outside projects, etc.)
If yes, explain: ___

Remarks re Section I ___

II. BRIDGE PROJECT DATA (Previously Submitted) September 7, 1967

1. Name of river or stream U. S. B. R. "A" Canal

2. Name of bridge Main Street Bridge

3. Location (Please attach map with location marked.): ___
Section 33 Township 38 South Range 9 E. W.M.

4. Desired width of bridge 60 feet
(NOTE: Standard width of FAS structure is traveled way plus full shoulders or 32', whichever is greater.)

5. Are sidewalks desired? Yes X No ___
Upstream X Downstream ___ Width 5 feet

6. Does County wish a particular type of bridge design? Yes X No ___
Such as concrete, steel, or timber structure; concrete, steel, or timber piling; etc. Concrete and Concrete Piling

7. Will County furnish any materials for bridge? Yes___ No_X_
Explain_F. A. S. funds requested_

8. Foundation Testing:
By County? Yes___ No_X_ By State? Yes_X_ No___

9. Can road be closed during construction? Yes_X_ No___

10. Detour:
Required? Yes___ No_X_ By County? Yes___ No_X_
By contractor? Yes___ No_X_

11. Approaches or Connections:
By County? Yes___ No_X_ By contractor? Yes_X_ No___
Traveled Surface: Type_________ Width_________
Shoulders: Type_________ Width_________
(NOTE: Approach fills for pile bent structures must be in place prior to bridge construction.)

12. Guard Rail:
Desired on approaches or connections? Yes_X_ No___
Right side only? Yes___ No___ Both sides? Yes_X_ No___
(NOTE: Safety standards require that guard rails be attached to and extend continuously from structure railings. Also, County's approach work must be completed immediately so as not to hinder the contractor's guard rail installation or otherwise delay contract completion.)

13. Existing Structure:
Remain in place? Yes___ No_X_
Use for detour? Yes___ No_X_
Removed by County? Yes___ No_X_
Removed by contractor? Yes_X_ No___
Salvaged by contractor for County? Yes___ No_X_
(NOTE: If existing bridge salvaged by contractor for County, County must pay 100% of salvage value of structure.)

14. If riprap or rock blanket required, to be:
By County? Yes___ No_X_ By contractor? Yes___ No_X_

15. Will any of the following utilities be attached to this structure?
a. Water Mains: Yes_X_ No___ Size_6 inch_
Company_Oregon Water Company_
b. Sanitary Sewer Mains: Yes___ No_X_ Size_________
Company_________
c. Storm Sewer: Yes___ No_X_ Size_________
Company_________
d. Gas Mains: Yes_X_ No___ Size_4 inch_
Company_California Pacific Utilities Company_

e. Power Lines: Yes___ No X
Company____
f. Telephone Lines: Yes X No___
Company (2) 4 inch lines Pacific Northwest Bell Telephone Company
g. Other Utilities? None
____

16. Does County wish provisions made for future utility attachment to structure? Yes___ No X

17. Does County wish lightpost bases and conduit installed? Yes X No___

18. Does County wish complete job of illumination in project?
Yes X No___

19. Is project contingent upon other factors? Yes X No___
(Such as construction and timing, cooperative project by County, tie-in with outside projects, etc.)
If yes, explain: This project to be let in conjunction with the FAS project, for extending the 4 lanes of the existing East Side By-Pass.
____
____

Remarks re Section II____
____
____
____

III. SURVEY DATA

1. Survey, including bridge and railroad vicinity maps, to be done:
By State? Yes X No___ By County? Yes___ No___
(NOTE: If project is canceled, County must pay for survey.)

2. Does County have any survey data? Yes___ No X

3. Construction plans and specifications to be prepared:
By State? Yes X No___ By County? Yes___ No___

Remarks re Section III____
____
____
____

IV. RIGHT-OF-WAY & UTILITIES DATA

1. What is width of existing right-of-way? Maximum_______ Minimum______)
2. Is any additional right-of-way needed? Yes____ No___)
3. Will right-of-way be acquired by: Resolution_____ or Deed_____)
4. Should State prepare options? Yes____ No____)
5. Should State prepare centerline descriptions for acquiring right-of-way by resolution? Yes____ No____)
6. Should material source site be included in right-of-way descriptions? Yes___ No X
7. Is there any merchantable timber on right-of-way? Yes____ No X
8. Will timber be reserved for owner? Yes____ No X
9. Will timber become property of contractor? Yes X No____
10. Does project run inside a city? Yes X No____ (NOTE: If right-of-way is procured [redacted] [redacted], an opportunity for a hearing must be afforded.)
11. Are there any utilities (electric, water, gas, sewer, etc.) on private land? Yes____ No X
    If yes, give type and name of utility company________________________
12. Are there any utilities (electric, water, gas, sewer, etc.) on existing right-of-way? Yes X No____
    If yes, give type and name of utility company________________________
13. Are utilities on existing right-of-way by permit_____, or by franchise X ?
    (NOTE: County must move all utilities located on present right-of-way.)
14. Are there any irrigation facilities? Yes____ No X
    If yes, give name of irrigation company or district__________________
    and dates between which water can be turned off: From______________
    To_______________
15. Are there any railroad crossings? Yes____ No X
16. Name of Railroad____
17. Number of Tracks: Mainline____ Siding____ Total_______

18. Sight Distance: ____________(Left) ____________(Right)

19. Number of Trains: Passenger_____ Speed_____
Freight _____ Speed_____

20. Angle of Intersection: ____________________________________

21. Type of Existing Crossing:
Grade___ Overcrossing___ Undercrossing___

22. Existing Protection:
Advance Warning Signs___ Crossbucks___ Stop Signs___
Automatic Flashing___ Automatic Bell___ Gates___

23. Proposed Protection:____________________________________
____

24. Will railroad crossing be altered? Yes___ No___
If yes, specify:____________________________________
____

25. Does County wish State to prepare P.U.C. hearing data? Yes___ No___

26. Will P.U.C. application be made by State____, or County____?
(NOTE: County must plead or argue its own case at all P.U.C. hearings.)

27. Will there be any displaced persons from farms, homes, or businesses requiring relocation assistance? Yes___ No___
(NOTE: No property owner shall be required to move from his home, farm, or business without at least 90 days written notice prior to the intended vacation date.)

Remarks re Section IV____________________________________
____
____
____

V. MATERIAL SOURCES DATA

1. Gravel_________ Quarry_________ Cinders_________

2. Owner: County____ State____ Private____ Other____

3. Location: __________ Section____ Township____ Range____ W.M.

4. If County lease, what are royalty payments?____________________

5. Materials furnished by County: Borrow____ Select Topping____
Base Course____ Level Course____ Mineral Aggregates____
Location____
Miscellaneous Items:____________________________________

Remarks re Section V

VI. FINANCIAL DATA

1. Estimated Cost: $
2. Available FAS Funds: $356,000.00
3. Date match money is available: July 1, 1969
4. Will there be any 100% County money? Yes___ No X
5. Maximum Amount of 100% County Money Available: $ None
6. Date County requests letting:

Remarks re Section VI Klamath County will budget $71,200.00 as their portion of FAS matching funds from the 1969-70 budget

UNUSUAL OR COMPLICATED CIRCUMSTANCES:

By Don Kenyon
County Judge or Comm. Chairman

By S Warren
County Commissioner

By
County Commissioner

By
County Engineer or Roadmaster

County
Date

O.S.H.D. Field Engineer

Date

68-a, FAS-C

January 31, 1969

Mr. Earl E. Kessler
Engineer Assistant, County Road Department
Courthouse
Klamath Falls, Oregon 97601

Dear Earl;

In reply to your letter of January 27, 1969, I can advise that the State will be happy to furnish preliminary engineering, plans, etc. on all or any part of the remaining unconstructed portion of the East Side By-pass (State Highway No. 50, FAS 415) whenever we are in receipt of an official request for same. Allow me to add that an official request must be signed by the County Board of Commissioners and definitely commit the County to a particular portion (or project) and must stipulate kind of money being used.

If this is to be a regular FAS-C project, then the enclosed form for such a project should be completed, signed, and returned to this office for processing. Please bear in mind that any proposed project can be tailored to fit your needs. In other words, County or City could do portions of the work with their own forces, while the remainder could be a participating project. In any event, after a firm commitment is made, State will, according to agreement, furnish preliminary engineering, plans, specifications, etc.

I have made inquiry regarding estimates on that portion from Esplanade to vicinity of Hillside Avenue and have been advised that a field survey would be necessary on this portion before estimates can be prepared.

On that portion between Hillside Avenue channelization and the presently improved section, estimates are available. These estimates are approximately 1-1/2 years old and I believe they were made without benefit of field survey, so may not be accepted as extremely accurate. It is estimated that the cost of the bridge would be $154,000 (60' roadway with two 5' sidewalks), or $143,000 (60' roadway with one 5' sidewalk). The estimate includes removal of the present structure and is for the construction of the bridge only. Grading estimate is $96,000. This estimate does not include traffic lights.

Ted Boake said to increase this to $190,000 to up date 4/1/69

In September of 1967, this office received a request for construction of the Main Street Bridge as an FAS-C project providing the State did the grading. Approval of the Canal Bridge has been obtained from the B.P.R., but this structure cannot be built separately. This decision stems from the fact that Main Street is a city street and not on the FAS System. The Bureau is willing to consider the bridge project as a legitimate approach to FAS 415 and therefore eligible for participation with Federal funds, providing a portion of the main roadway is constructed in conjunction with the bridge structure. Along with the bridge request was a letter dated September 21, 1967, stipulating that the State construct the channelization (estimate of $96,000). Subsequently, the State declined to participate in the grading project as a non-FAS-C project.

Whenever an FAS-C project request is canceled, it is State policy to recoup preliminary engineering expenses. This is generally accomplished by County assigning County Federal funds to State. If the project goes through to completion, then, of course, engineering is at State expense.

I trust this lengthy explanation and background will clarify the situation.

Very truly yours,

H S Cox

H. S. Cox
County and City Engineer

HSC:mm

cc: F. B. Klaboe
D. J. Barbee
J. F. Putnam, Bend
Donald Todd, City Engineer, Klamath Falls

KLAMATH COUNTY ROAD DEPARTMENT
OFFICE OF
COUNTY ENGINEER
COURTHOUSE
KLAMATH FALLS, OREGON

RECEIVED
JAN 28 1969
ENGINEER
COUNTY & CITY DIVISION

January 27, 1969

Mr. H.S. Cox
City-County Division
Oregon State Highway Department
Salem, Oregon

Re: East Side By-pass
State Highway #50

Dear Mr. Cox:

In reviewing our Agreement dated March 10, 1961 with the State Highway regarding things to be done by the State on the East Side By-pass, the State indicates they will furnish all preliminary engineering and prepare all plans and specifications for said project.

Klamath County is requesting that the State supply us with the information regarding the remaining unconstructed portion of the East Side By-pass. This request also includes the extension of Main Street and the bridge needed to connect them along with the signalizing of this intersection.

We would appreciate an estimate of the cost of this project for budgetary purposes, if possible.

If there is additional information needed, please do not hesitate to contact me.

Yours very truly,

Earl E. Kessler
Earl E. Kessler
Engineering Ass't.

EEK/ok

Klamath

KLAMATH COUNTY ROAD DEPARTMENT
OFFICE OF
COUNTY ENGINEER
COURTHOUSE
KLAMATH FALLS, OREGON

RECEIVED
JAN 15 1968
ENGINEER
COUNTY & CITY DIVISION

January 12, 1968

NOTED
H. S. COX

Mr. Harold Reynoldson
Planning Engineer
Oregon State Highway Department
Salem, Oregon 97310

RE: Main Street Bridge
U.S.B.R. "A" Canal
FAS415 (State Primary #50)
East Side By Pass in
Klamath Falls, Klamath County

Dear Mr. Reynoldson:

Klamath County has put a high priority on the construction of the above mentioned bridge in addition to the extension of the four lanes of the East Side By Pass to provide a proper interchange. Klamath County has gone on record as participating with the State by making F.A.S. funds available for construction of the bridge if the State would extend the four lanes of the East Side By Pass to provide a proper interchange.

Klamath County's financial situation is no better than that of the State's. It is impossible at this time for the County to do any more than what was originally proposed.

The County's position is that this offer on our part remain open and that the State give this project every consideration for future funds that will become available.

Very truly yours,

Winston W. Kurth

Winston W. Kurth

WWK:ed

NOTED
HAROLD
REYNOLDSON

NOTED
R. H. PRANGE

NOTED
MAINOR C. HOLMES

NOTED
RICHARD UNREIN

NOTED
P. B. Arensmeier

NOTED
DON HARWELL

NOTED
H. S. COX

January 8, 1968

Mr. Winston Kurth
County Engineer
Courthouse
Klamath Falls, Oregon 97601

Re: Main Street Bridge over U.S.B.R.
"A" Canal
FAS 415 (State Primary #50)
East Side By-pass in Klamath Falls
Klamath County

Dear Mr. Kurth:

In September 1967, this office received a project request from Klamath County for subject project. Since this project is not on a county FAS route it was necessary for the Bureau of Public Roads to give special consideration to the project so FAS funds could be used. As you no doubt recall, at the time the Bureau of Public Roads gave their blessing to the project they stipulated that a portion of FAS 415 (State Primary #50) immediately adjacent to the north end of the bridge would have to be improved and a proper connection made to the bridge. The County requested additional Highway Department participation to do the improvement on FAS 415, but due to the shortage of funds, as a result of the long construction season, the Highway Department is unable to give any assistance at this time and because of the slow up on Federal funds hesitates to commit itself for the future.

We would appreciate knowing the County's desires concerning this project.

Very truly yours,

H. S. Cox
County and City Engineer

by

NOTED
HAROLD
REYNOLDSON

HR

Harold Reynoldson
Planning Engineer

NOTED
HAROLD
REYNOLDSON

HR:eb

NOTED
R. H. PRANGE

NOTED
MARION J. HOLMES

NOTED
RICHARD UNREIN

NOTED
P. D. Arensmeier

NOTED
DON HARWELL

KLAMATH COUNTY ROAD DEPARTMENT
OFFICE OF
COUNTY ENGINEER
COURTHOUSE
KLAMATH FALLS, OREGON

October 9, 1967

Mr. Harold Reynoldson
City-County Division
State Highway Department
Salem, Oregon

Re: Main Street Bridge USBR
"A" Canal, East Side By-
~~Pass, FAS~~ #415

Dear Mr. Reynoldson:

In light of your experience with a narrowed bridge section, Klamath County desires to amend its FAS application on above project from a forty-eight (48) foot surface width to a sixty (60) foot surface width. This section corresponds to connecting Main Street. We still desire a six (6) foot sidewalk on upstream side. If State experience indicates sidewalk contimuity, then a six (6) foot sidewalk on downstream face should also be considered.

Very truly yours,

Winston W. Kurth

Winston W. Kurth
County Engineer

WWK:ml

RECEIVED
OCT 10 1967
ENGINEER
COUNTY & CITY DIVISION

NOTED
H. S. COX

Fred W. Hill, Member
Helix

October 9, 1967

Mr. Winston Kurth
Klamath County Engineer
Courthouse
Klamath Falls, Oregon 97601

Main Street Bridge
U.S.B.R. "A" Canal
East Side By-pass
FAS 415

Dear Mr. Kurth:

In your request for subject project you expressed a desire for a 48-foot bridge. This makes the traveled way of the bridge somewhat less than the distance between the curbs on the approaching street. With this situation we have a problem. It is our policy to construct the bridges of sufficient width to include the shoulders as well as the surfaced portion of the roadway. We feel that building a bridge narrower than the shoulders would be to build in a traffic hazard. By applying this thinking we feel the traveled width of this structure should at least be as wide as the curbs on the approaching street. So in light of this we are requesting that you reconsider the width of the structure and make the traveled way of the bridge at least the same width as the distance between the curbs on the approaching street.

We will hold up on the preliminary design of the structure until we hear from you on the matter.

Very truly yours,

H. S. Cox
County and City Engineer

By

NOTED
HAROLD
REYNOLDSON

Harold Reynoldson

Harold Reynoldson
Planning Engineer

by

HR:mr

NOTED
MAINOR C. HOLMES

NOTED
RICHARD UNREIN

NOTED
P. B. Arensmeier

NOTED
R. H. PRANGE

NOTED
DON HARWELL

Hwy 20 X/R FAS 41
Klam Co

KLAMATH COUNTY ROAD DEPARTMENT
OFFICE OF
COUNTY ENGINEER
COURTHOUSE
KLAMATH FALLS, OREGON

September 21, 1967

Mr. H. S. Cox
City-County Division
Oregon State Highway Department
Salem, Oregon

Dear Sy:

Enclosed is an application for F.A.S. funds on Main Street Bridge. This is executed by the Commissioners and myself. Also enclosed is a print of an aerial topo map showing the bridge location.

You will note this project is to be let in conjunction with the State extending four (4) lanes of East Side By-Pass to the bridge intersection.

I am hopeful these funds can be made available by the State. Through a sharing of F.A.S. funds and State funds a needed improvement can be realized on the State Highway system.

Very truly yours,

Winston W. Kurth
Winston W. Kurth
County Engineer

WWK:ml
Enclosures (2)

RECEIVED
SEP 22 1967
ENGINEER
COUNTY & CITY DIVISION

NOTED
HAROLD
REYNOLDSON

NOTED
R. H. PRANGE

NOTED
RICHARD UNREIN

NOTED
P. B. Aronsmeier

NOTED
DON HARWELL

RECEIVED
SEP 22 1967
ENGINEER
COUNTY & CITY DIVISION

BRIDGE PROJECT REQUESTED BY KLAMATH COUNTY Date September 7, 1967

Is this to be a County project? ___ Yes X No
Is this to be an FAS-C project? X Yes ___ No

NOTE: For County Road projects, County is required to pay for all items marked with an asterisk.

For FAS projects omit questions marked with an asterisk.

1. County Road Name EAST SIDE BY-PASS

FAS Number 415

2. Name of river or stream U. S. B. R. "A" Canal

3. Name of bridge Main Street Bridge

*4. Location (Please attach map with location marked):

Section 33 Township 38 South Range 9 E., W.M.

*5. Desired width of bridge (Width of traveled way on FAS structures shall be 32' unless specified otherwise by County): 48 foot traveled way

60' per letter from Winston-Kurth Oct 9, 1967

*6. Are sidewalks desired? X Yes ___ No

*7. Width of sidewalks 6 feet

*8. Is sidewalk desired on upstream side of bridge? X Yes ___ No

*9. Is sidewalk desired on downstream side of bridge? ___ Yes X No

10. Does County wish a particular type of bridge design? X Yes ___ No

If "Yes," explain type desired: Prestressed concrete, head room for water flow, economy

11. Will County furnish any materials for bridge? ___ Yes X No

Explain: F.A.S. Funds Requested

*12. Does County wish State Highway Department to run survey and prepare vicinity map at County expense? ___ Yes X No

13. Will County run survey and furnish vicinity map? ___ Yes X No

14. Will County furnish foundation data? ___ Yes X No

See application dated 3/69

(ccr-61-a, Rev. 1966)

*15. Does County wish State Highway Department to make foundation tests at County expense? ___Yes _X_No

16. Can road be closed during construction? _X_Yes ___No

17. Will detour be required? _X_Yes ___No

18. Will detour be constructed and maintained by County? ___Yes _X_No (City)

19. Will detour be constructed and maintained by contractor? ___Yes _X_No

20. Will County construct approaches or connections? ___Yes _X_No

21. Will contractor construct approaches or connections under contract? _X_Yes ___No

22. State width of traveled roadway: 60 feet Width of shoulders: None

23. Will additional right-of-way be required? ___Yes _X_No
NOTE: Right-of-way costs must be paid by County.

24. Will additional right-of-way be acquired by deed ____, resolution____?

25. Does County wish State to prepare option forms for County's use in acquiring right-of-way? ___Yes _X_No

26. Will old bridge remain in place? ___Yes _X_No

27. Will old bridge be removed by contractor? _X_Yes ___No

28. Will old bridge be removed by County? ___Yes _X_No

29. Does County wish old bridge salvaged for future use? ___Yes _X_No

*30. If project is County bridge, does County wish State Highway Department to furnish construction engineering and inspection at County expense? ___Yes _x_No

31. Does County wish State Highway Department to advertise and accept bids? _X_Yes ___No (If County project, bids must be referred to County for County to award contract.)

32. Does County wish lightpost bases and conduit installed? _X_Yes ___No

33. Does County wish complete job of illumination in project? _X_Yes ___No

34. Will any of the following utilities be attached to this structure?

(a) Water mains: X Yes __No Size 6 inch

(b) Sanitary sewer mains: __Yes X No Size______

(c) Storm sewer: __Yes X No Size______

(d) Gas mains: X Yes __No Size 4 inch

(e) Power lines: __Yes X No

(f) Telephone lines: X Yes __No Size 2 - 4"

(g) Other utilities? None

35. What is desired date for letting? This project to be let in conjunction

Remarks with the State Highway Department extending the four lanes of existing By-Pass approximately 800 feet to the intersection for necessary circulation and channelization.

By____________
County Judge or Comm. Chairman

By____________
County Commissioner

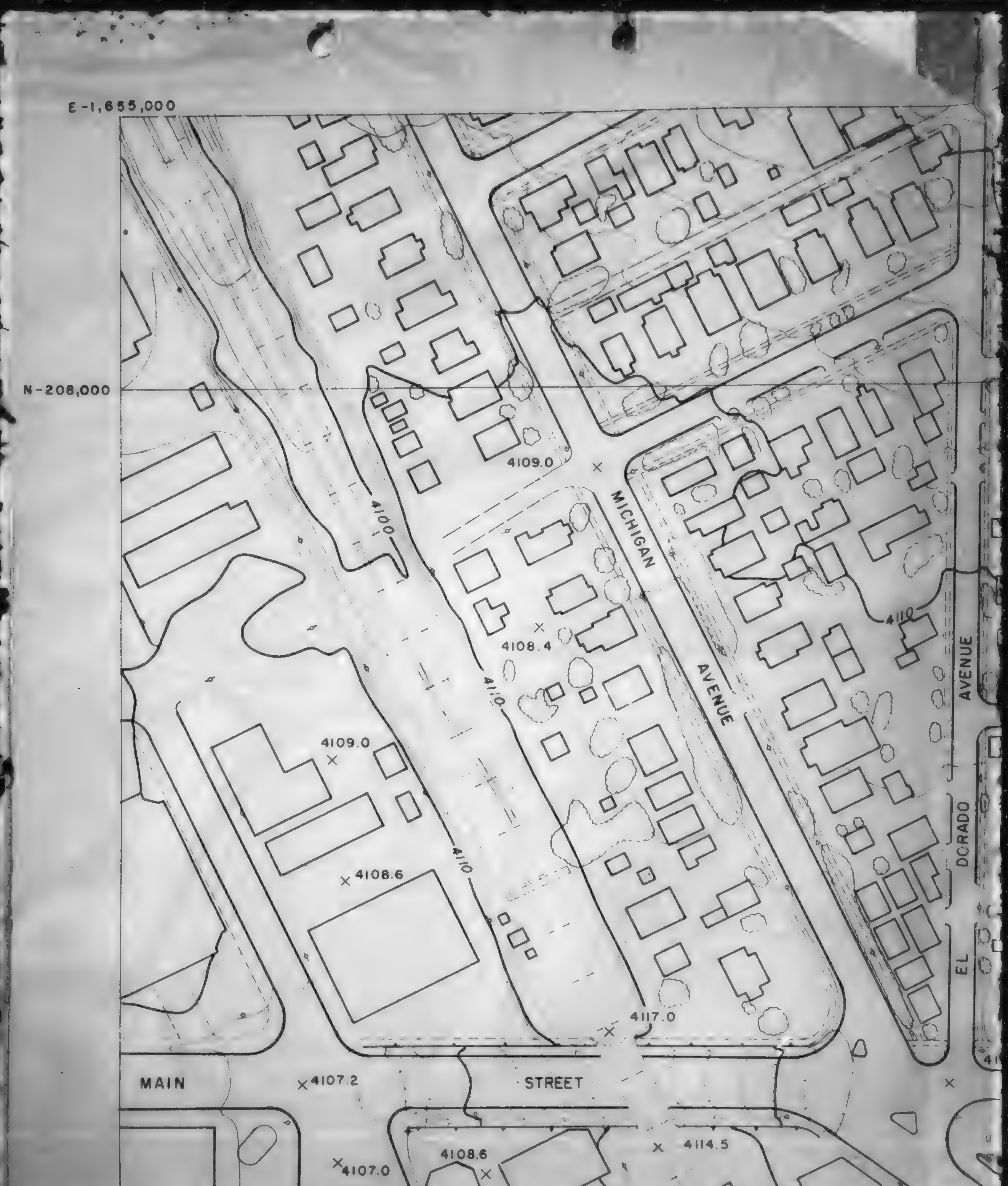
By Bill Jimmy
County Commissioner

By____________
County Engineer or Roadmaster

COUNTY Winton W. Kuth

Date Sept. 20, 1967

(ccr-61-a, Rev. 1966)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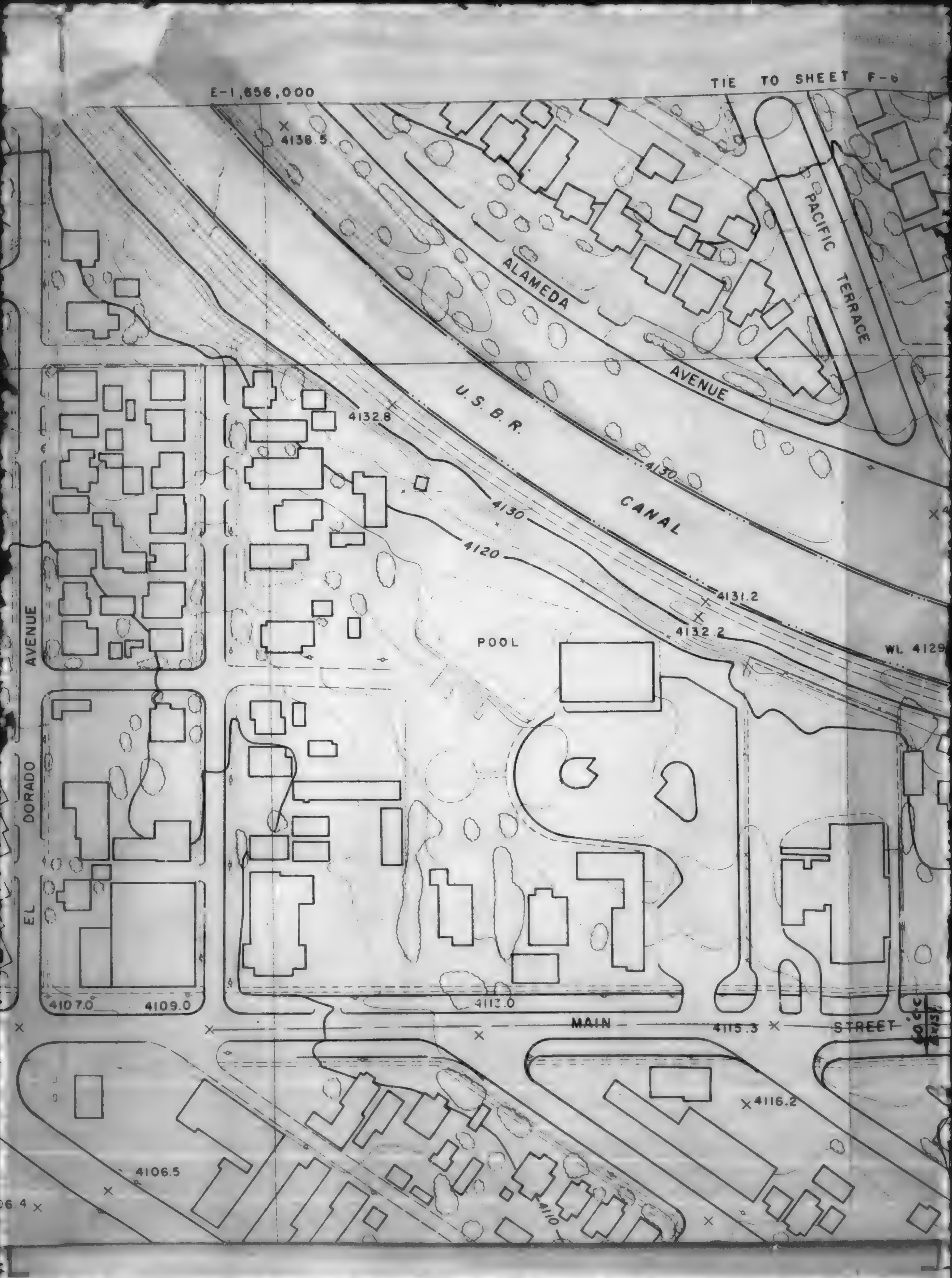
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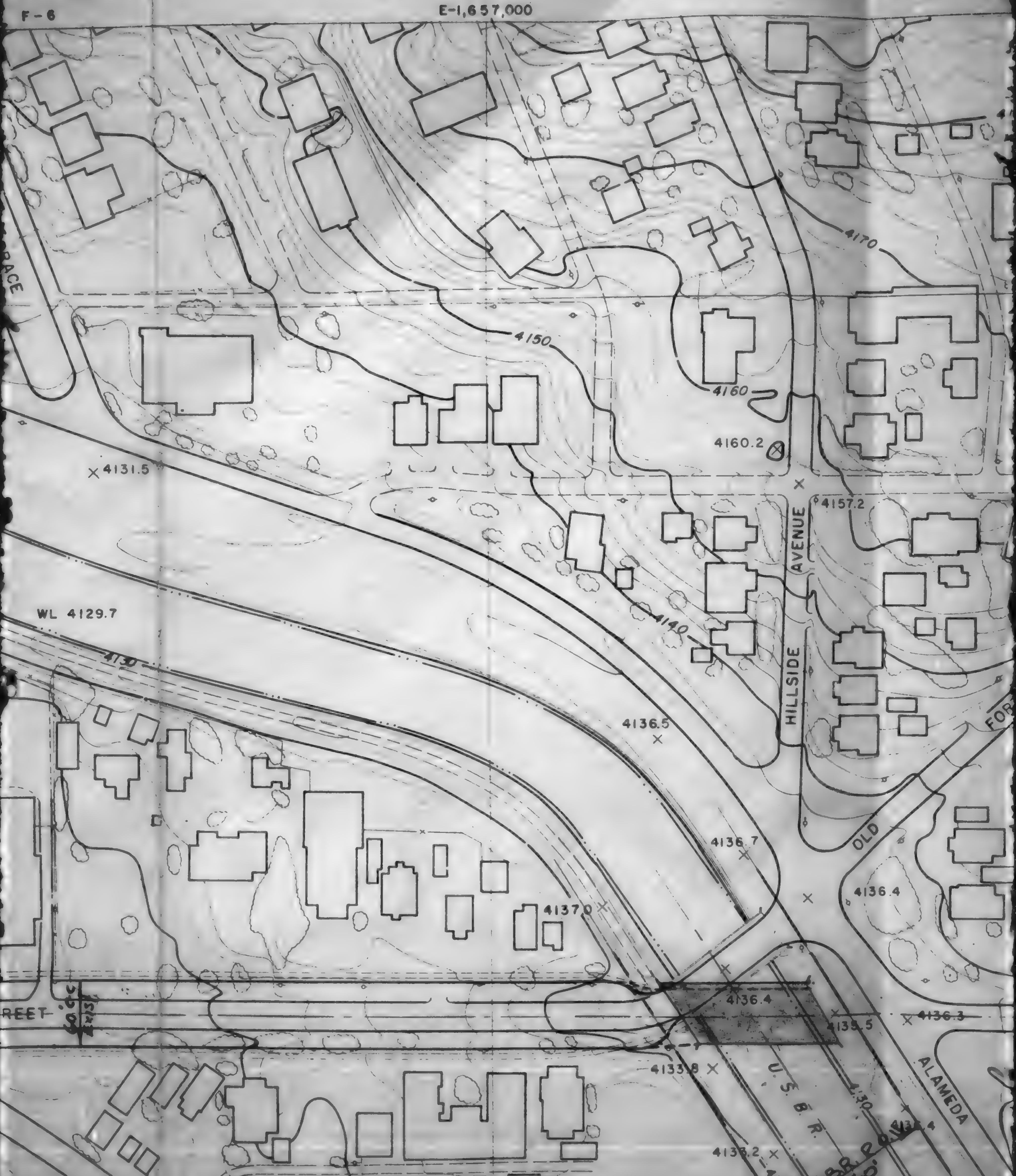
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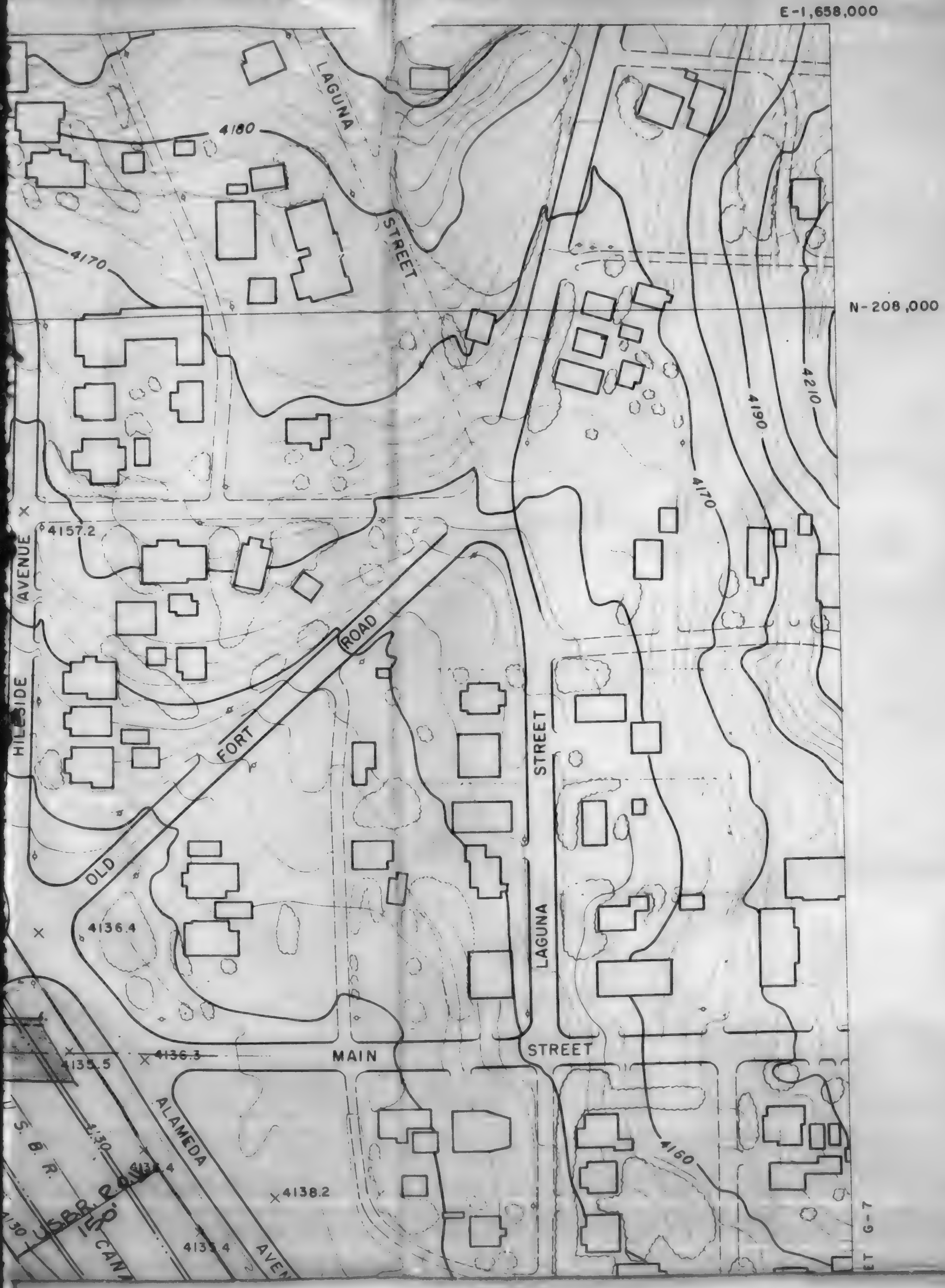
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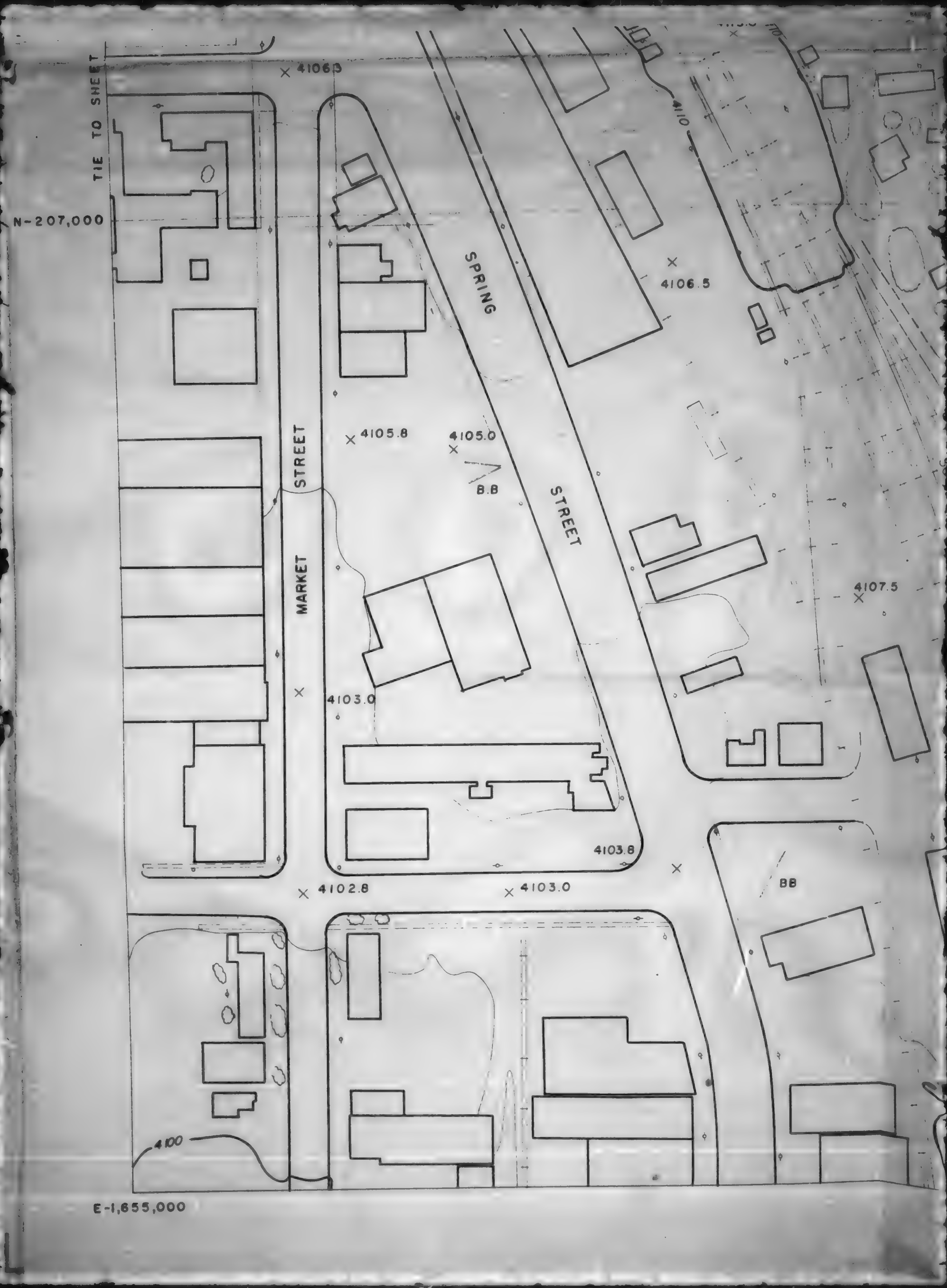
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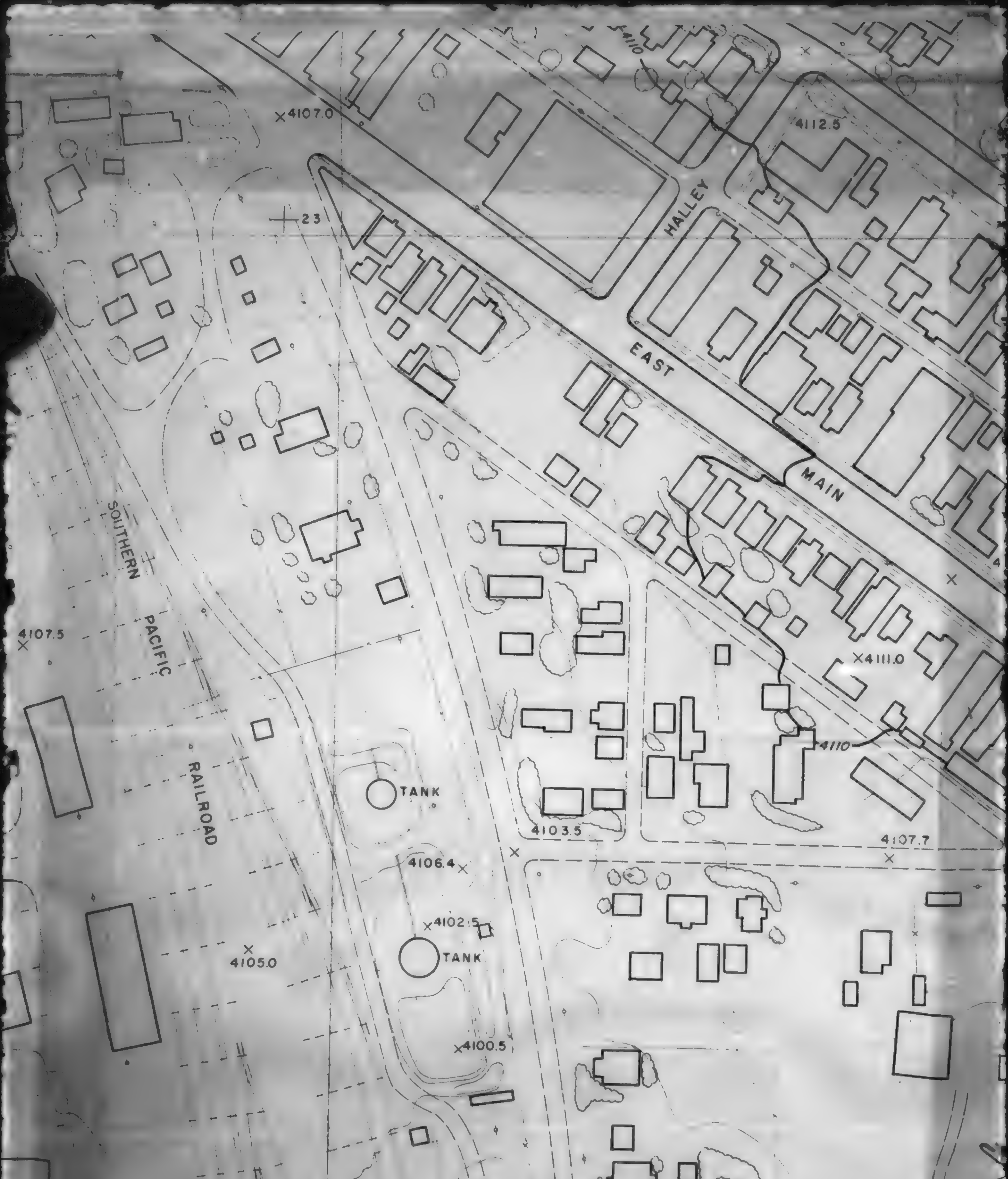
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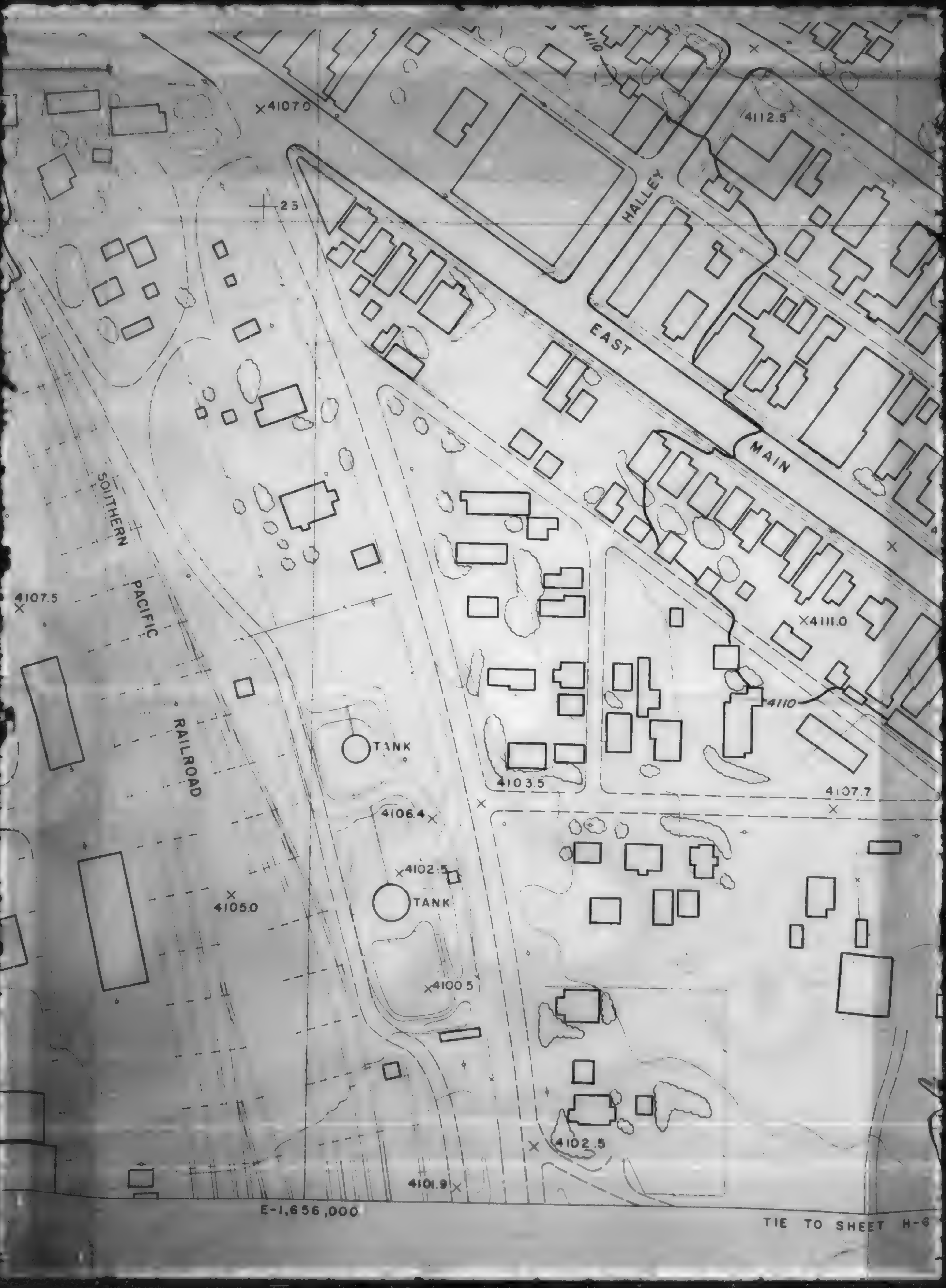
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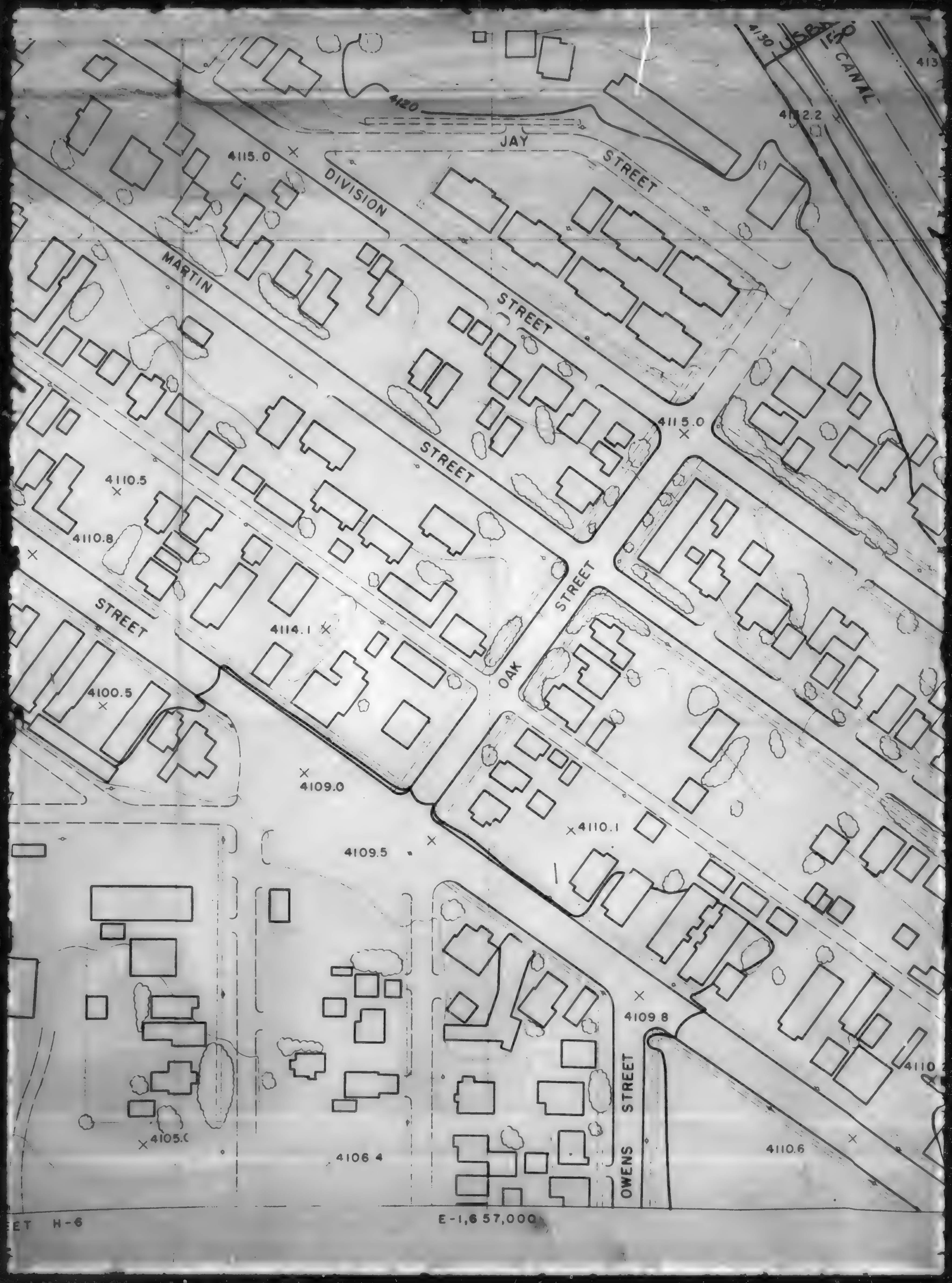
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MARTIN STREET
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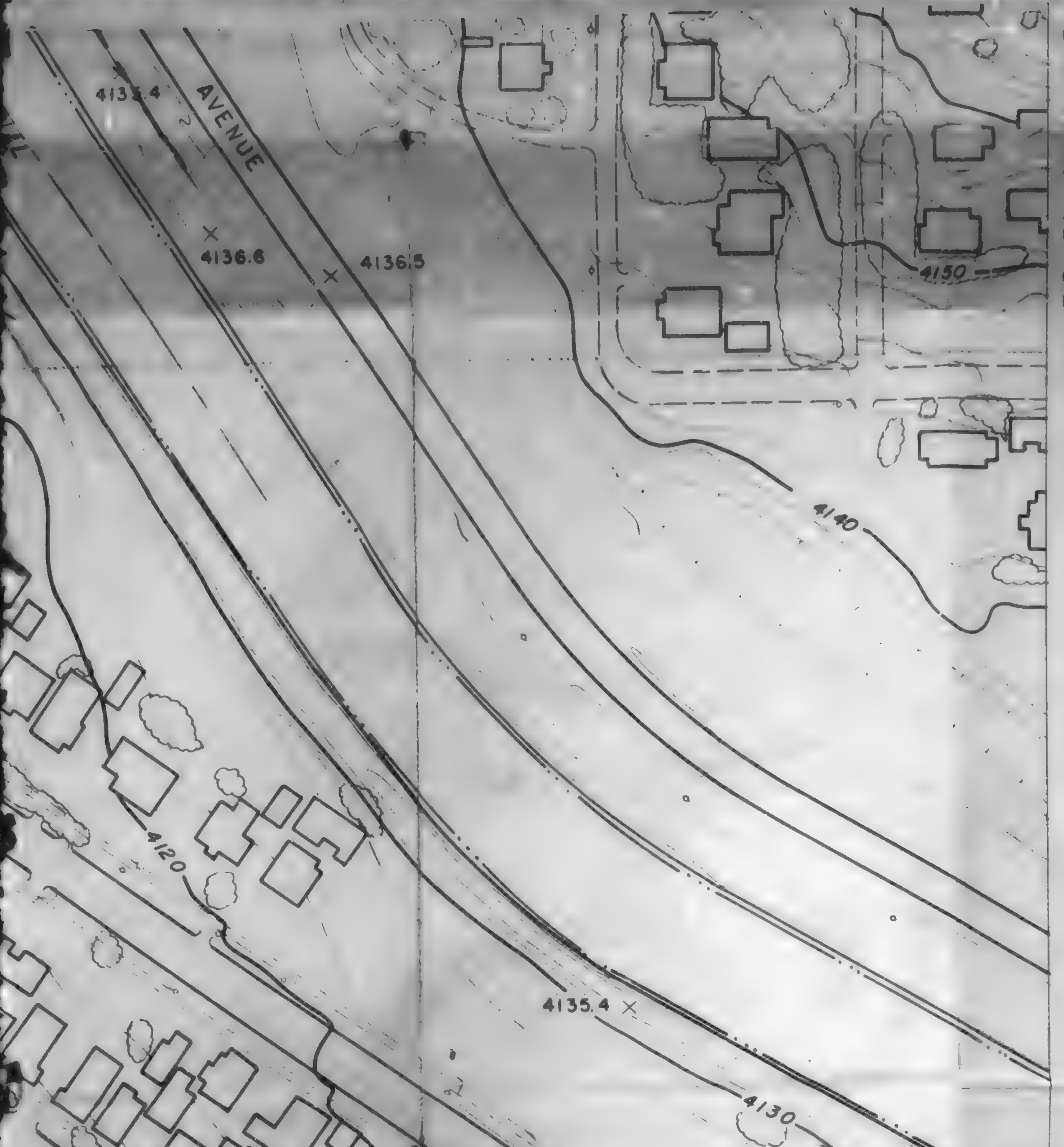

RECEIVED
SEP 22 1967
ENGINEER
COUNTY & CITY DIVISION

APPROX MEAN DE

TOPOGRAP

KLAMATH FALLS

KLAMATH
OREG

AERIAL SURVEY

SCALE 1"=100' CONT

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VERTICAL DATUM US

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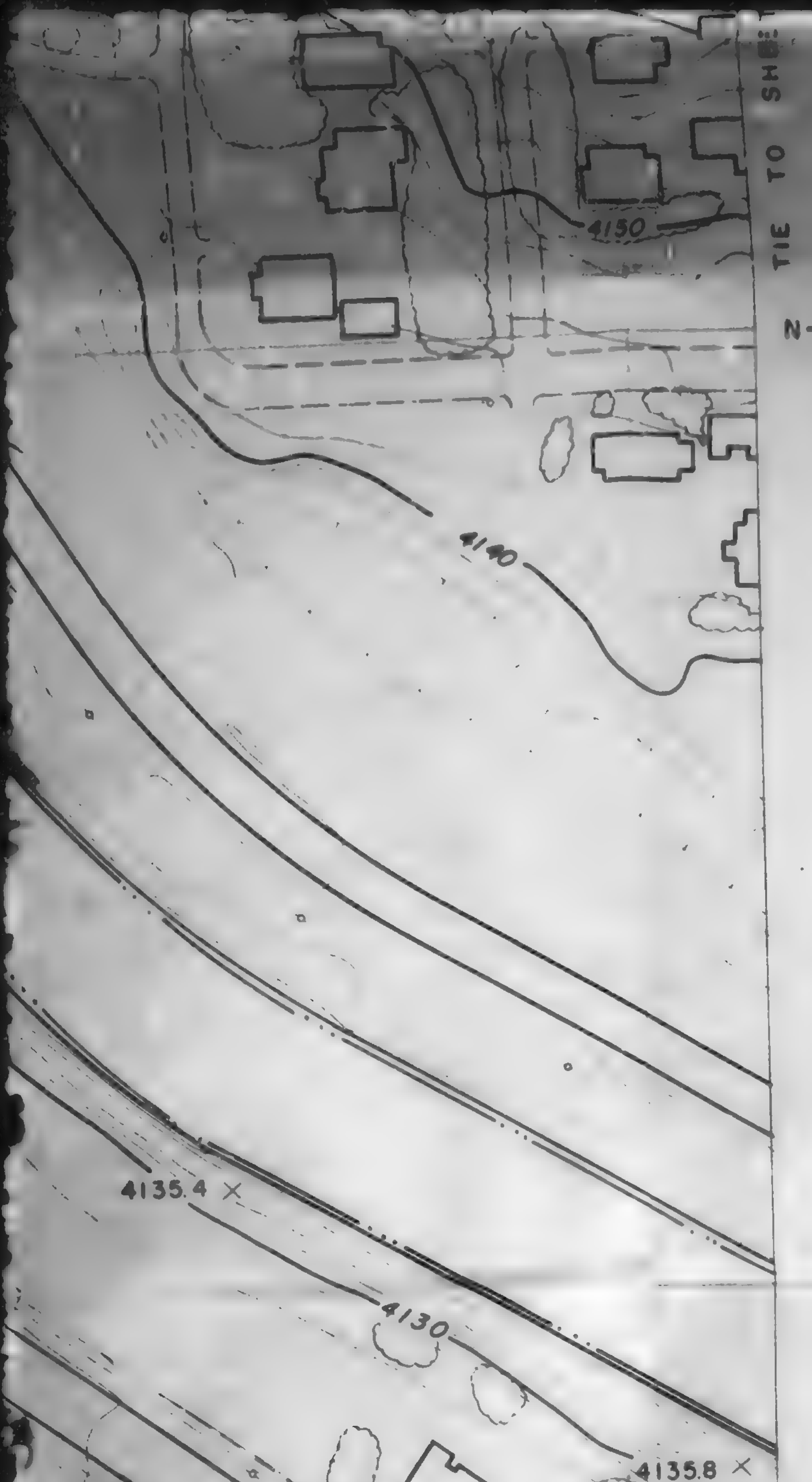
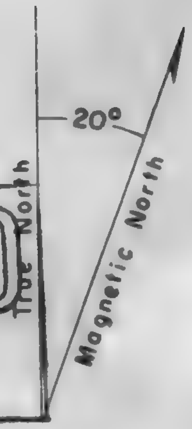
PACIFIC AIR
725 E. 3rd ST., LONG B





RECEIVED
SEP 22 1967
ENGINEER
COUNTY & CITY DIVISION

APPROX MEAN DECLINATION 1954

TOPOGRAPHIC MAP

KLAMATH FALLS URBAN AREA

KLAMATH COUNTY,
OREGON

AERIAL SURVEY OF 1960-1961

SCALE 1"=100' CONTOUR INTERVAL 2'

100 0 100 200 300

VERTICAL DATUM USC & GS 1929 DATUM
RECTANGLE GRID IS BASED ON LAMBERT PROJECTION OREGON SOUTH

FLOWN AND COMPILED USING PHOTOGRAMMETRIC METHODS BY
PACIFIC AIR INDUSTRIES
725 E. 3rd ST., LONG BEACH, CALIFORNIA

SHEET G-6

Hwy / FAS 415

Form E-40—30M

OREGON STATE HIGHWAY
DEPARTMENT

TABULATION SHEET

SHEET .... OF .... SHEETS

Main St. Channelization
Klamath Falls – Malin Highway
Klamath Falls

7-10-67

Item	Unit	Net	Allow	Gross	Price	cost
Clear + Grub						500
Grading	C.Y.	1701	25%	2130	1.50	3195
Top base	T.	104		132	3.75	495
Bottom base	T.	7187		8990	3.50	31,465
Spr.	M-Gal	124		155	5.00	775
Bit. base	T	1037		1300	9.50	12,350
Class B A.C.	T	1556		1945	10.00	19,450
						68,230
				+40%		27,770
						$96,000

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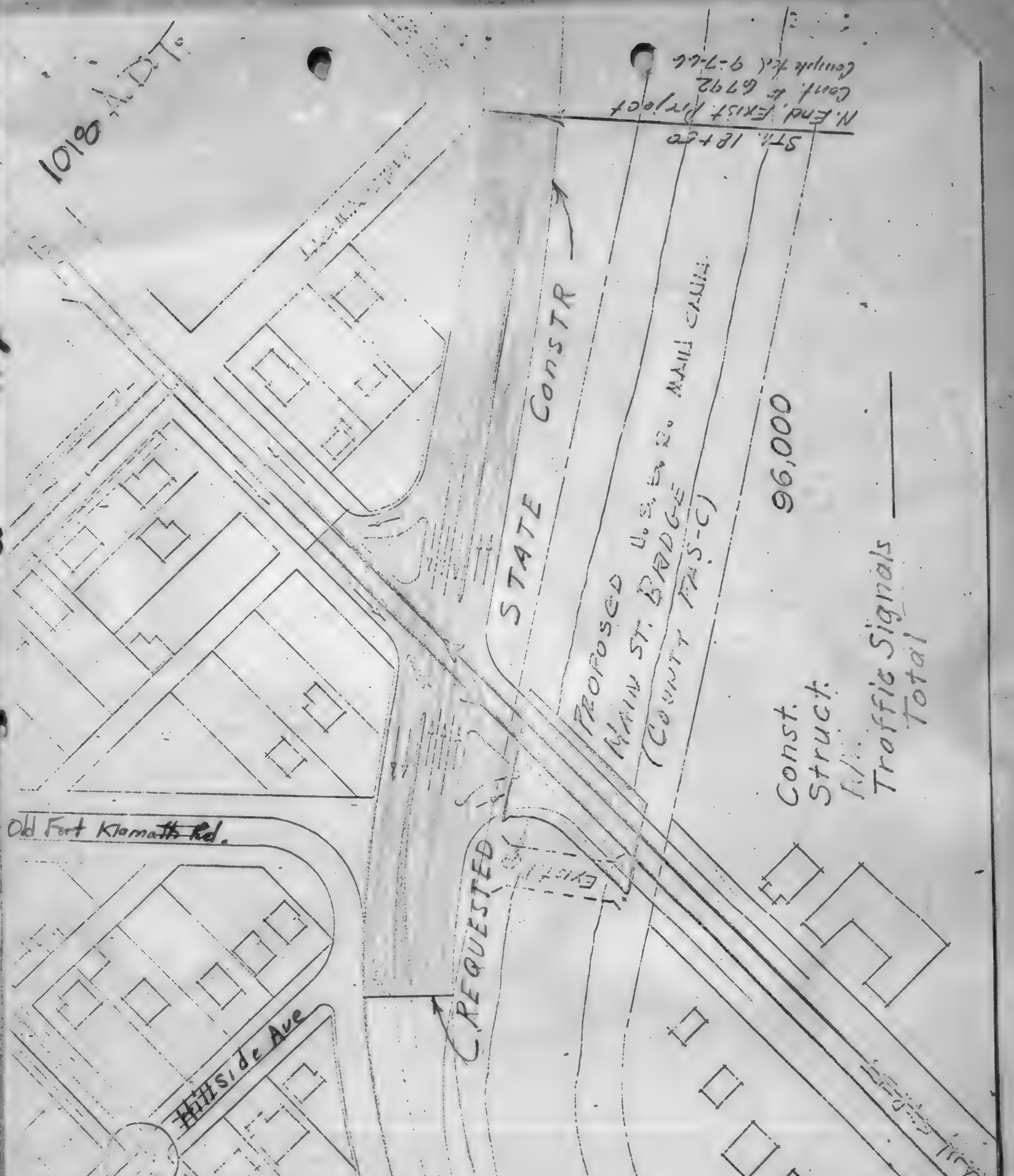
JUL 31 1967
ENGINEER
COUNTY & CITY DIVISION

Don — this assumes no salvage of existing surfacing and nothing for improvement or reconnection of any of the streets in the area — Could very well be low if anything other than surfacing is involved.

Includes 40% E&C, which should cover most anything — but never does.

A. Olson


1018 A.D.T.
N. End, Exist Project
Cont. # 6792
Completed 9-7-66
STA. 18+20
STATE Constr
PROPOSED
MAIN ST. BRIDGE
(COUNTY FAS-C)
U.S.B.R. MAIN CANAL
96,000
Const.
Struct.
R/W
Traffic Signals
Total
REQUESTED
EXIST
Old Fort Klamath Rd.
~~Hill~~side Ave

Form F-136 2M

Oregon State Highway Department
BRIDGE DESIGN SECTION

Sheet 2

Title Main Street Br. over KID Canal County Klamath

Calculations by Christensen Date 10-12-67 Bridge No. 9461

Requested By: Reynoldsen

T. C. ROAKE

Two 5' SW and 60' Rdwy ——— $154,000

One 5' SW and 60' Rdwy ——— $143,000

Above estimate includes removal of existing structure and an allowance for engineering & contingencies.

It does not include grading & paving or handling of traffic.

FORM 2-30 50M 10-63 SP*23401-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 30, 1967

4-19-67
Talked to Klaboe. An estimate is being made on suggested state project.
Si

SUBJECT: Klamath Falls-Malin Highway #50
Main Street Intersection
Klamath County

To:

Mr. F. B. Klaboe
Assistant State Highway Engineer

BUILDING

4-15-67 [illegible]

[illegible] Kurth [illegible]

[illegible] this year (1967)

Attached is a letter from Winston Kurth, Klamath County Engineer concerning the above subject relative to the East Side By-pass. Mr Kurth poses two questions: (1) Is it possible to construct a bridge carrying Main Street over the U.S.B.R. Main Canal as an FAS-C project; and (2) Will the State construct an extension of the existing four-lane facility northerly from its present terminus sufficiently to include channelization and signalization at the Main Street intersection?

The answer to the first question is "yes." The B.P.R. has been contacted in this regard and the question was discussed with Ted Dec and John Girvin. They agreed it would be acceptable to the Bureau to construct the Main Street Bridge with county FAS funds as long as it was considered as part of the channalized intersection of Main Street and the Klamath Falls-Malin Highway (FAS 415). They indicated that the BPR would be quite reluctant to place Main Street on the FAS system as a new route merely for the programming of FAS-C funds for the bridge construction.

The second question is being referred to you for consideration.

For your information there is also attached a copy of the agreement between Klamath County and the State dated March 10, 1961 and covering the Klamath Falls-Malin Highway (East Side By-pass) from Esplanade to South 6th Street. You will note on pages 1 and 4 that the State is under no obligation to construct any portion of this section. We have, however, completed two FAS-C paving contracts totaling approximately $307,000 in County FAS Funds. In addition Klamath County performed grading and basing plus purchasing additional parcels of right of way, all with County funds amounting to approximately $320,000. These two projects bring the East Side By-pass from South 6th Street with a four-lane standard to a point approximately five hundred feet south of Main Street.

3-7-67

Harwell & Cox Conferred with Klaboe on: Amount of road to build to Main St Intersection (Approx 500'), Request of County for State to build the above length of road plus signalization (Fred made no comment on states participation)

I told Fred I thought the County would be looking toward the State for Construction of the remainder of the East Side by-pass.

Si

RECEIVED
APR - 4 1967
ENGINEER
COUNTY & CITY DIVISION

Mr. F. B. Klaboe
Assistant State Highway Engineer -2- March 30, 1967

In order to construct the Main Street Bridge as an FAS-C project, Klamath County would be programming practically all of its remaining FAS-C funds; and, since the bridge would be a definite asset to a channelized intersection where Main Street crosses the Klamath Falls-Malin Highway, the County feels that the requested State's construction of approximately 800 feet of line, including the channelization and signalization of the Main Street intersection, would bring the Ease Side By-pass to a more possitive connection with the downtown core.area.

H. S. Cox
County and City Engineer

By

Robert H. Prange
Robert H. Prange
Field Engineer

RHP:nr

Date 4-4-67
ASSIGNED TO H.S. Cox By FBK No. 1559
Letter From Prange to Klaboe
Dated 3-30-67
Has Been Acknowledged By
RE:

Investigate and report with recommendation
Such action as necessary and report
Return with rough draft of reply
Prepare reply for signature of Mr.
Contact correspondent and report

RECEIVED
APR - 4 1967
ENGINEER
COUNTY & CITY DIVISION

Due Date 4/20/67

REMARKS: PLEASE RETURN TO
F. B. KLABOE

Report Received Completed
To Commission Agreement
File Closed

RECEIVED
MAR 31 1967
OFFICE OF
STATE HIGHWAY ENGINEER

KLAMATH COUNTY ROAD DEPARTMENT
OFFICE OF
COUNTY ENGINEER
COURTHOUSE
KLAMATH FALLS, OREGON

March 16, 1967

Mr. Harold Reynoldson
Planning Engineer
City County Divisions
Oregon State Highway Dept.
Salem, Oregon

Dear Mr. Reynoldson:

Klamath Falls Malin Highway, F.A.S. 415 is presently a four-lane highway from South Sixth Street to a point just south of Main Street in Klamath Falls.

The County has been working with the City to arrive at a solution to the Main Street intersection with F.A.S. 415. I am enclosing a print which the County and City agree as the best solution to the intersection problem.

The County has agreed to use Federal Aid Secondary Funds to construct a four-lane bridge in alignment with Main Street. An estimated cost of such a bridge would use all available F.A.S. funds of Klamath County. ✓

In conjunction with the brdige, an extension of the four-lane highway from the present location to just beyond Main Street and signal lights are needed.

Since this highway is a State Highway, the County wishes to propose that F.A.S. funds of Klamath County be used to build a four-lane bridge in alignment with Main Street if the State will participate by extending four lanes of Klamath Falls Malin Highway to include the Main Street intersection and provide signals. ✓

To accomplish this, the County will first have to request that the Main Street bridge be put on the F.A.S. system. I feel this is justified since it is a contiguous part of F.A.S. 415.

I am requesting your assistance and guidance in getting the Main Street bridge on the F.A.S. system. Also, your consideration regarding State cooperation on the intersection.

Very truly yours,

Winston W. Kurth

Winston W. Kurth
County Engineer

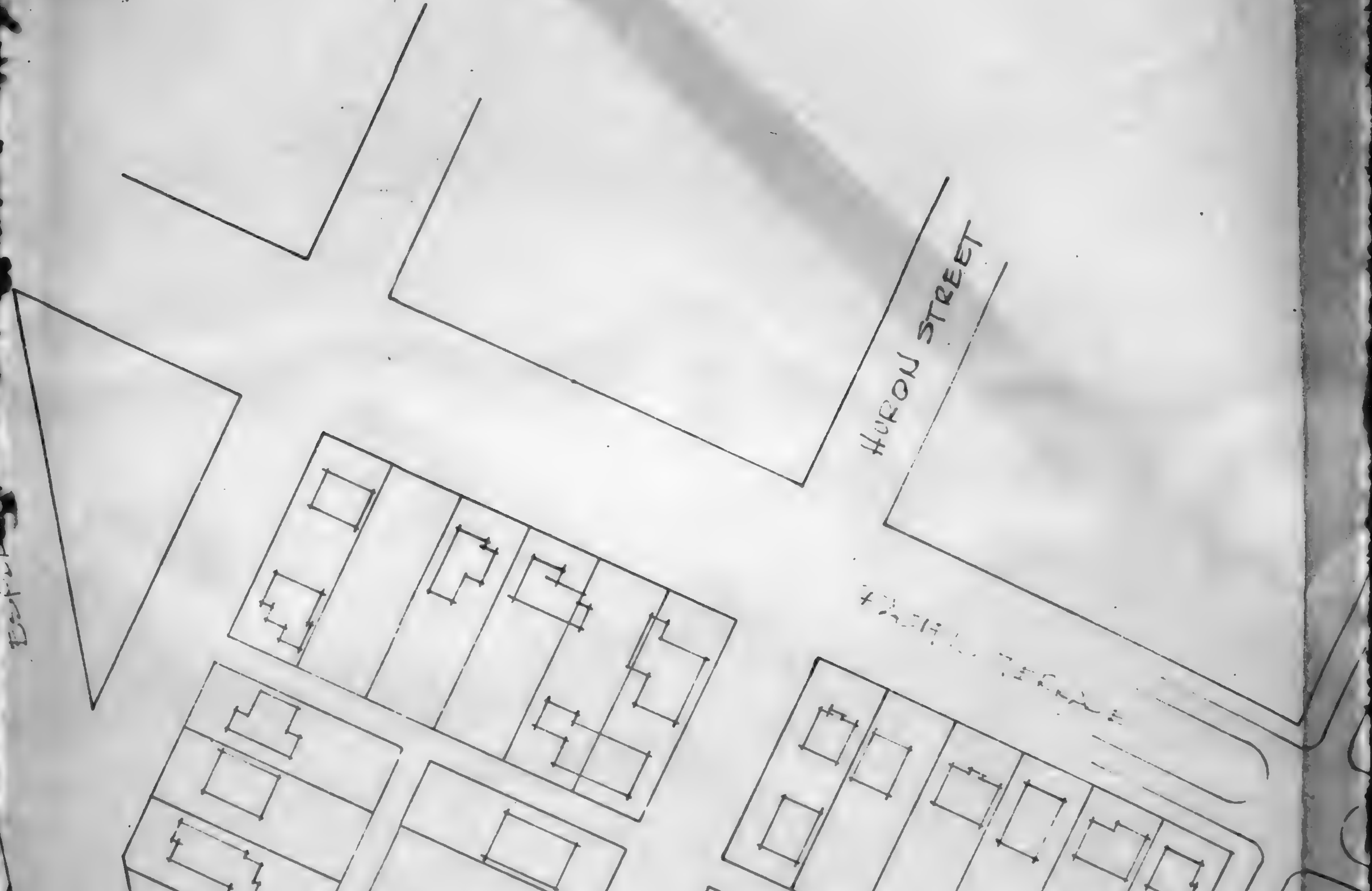
WWK:kb
Enclosure

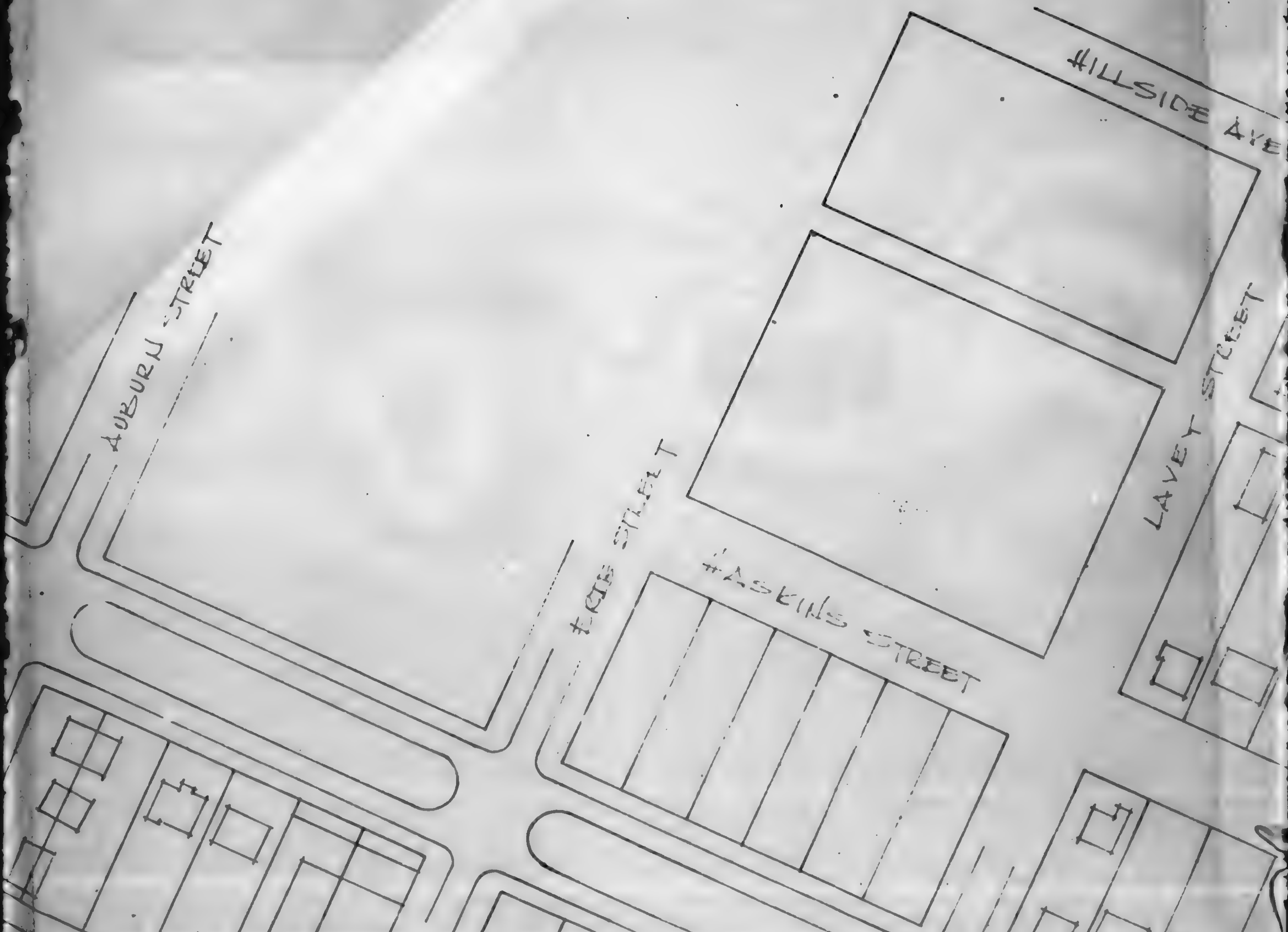
RECEIVED
MAR 17 1967
ENGINEER
COUNTY & CITY DIVISION

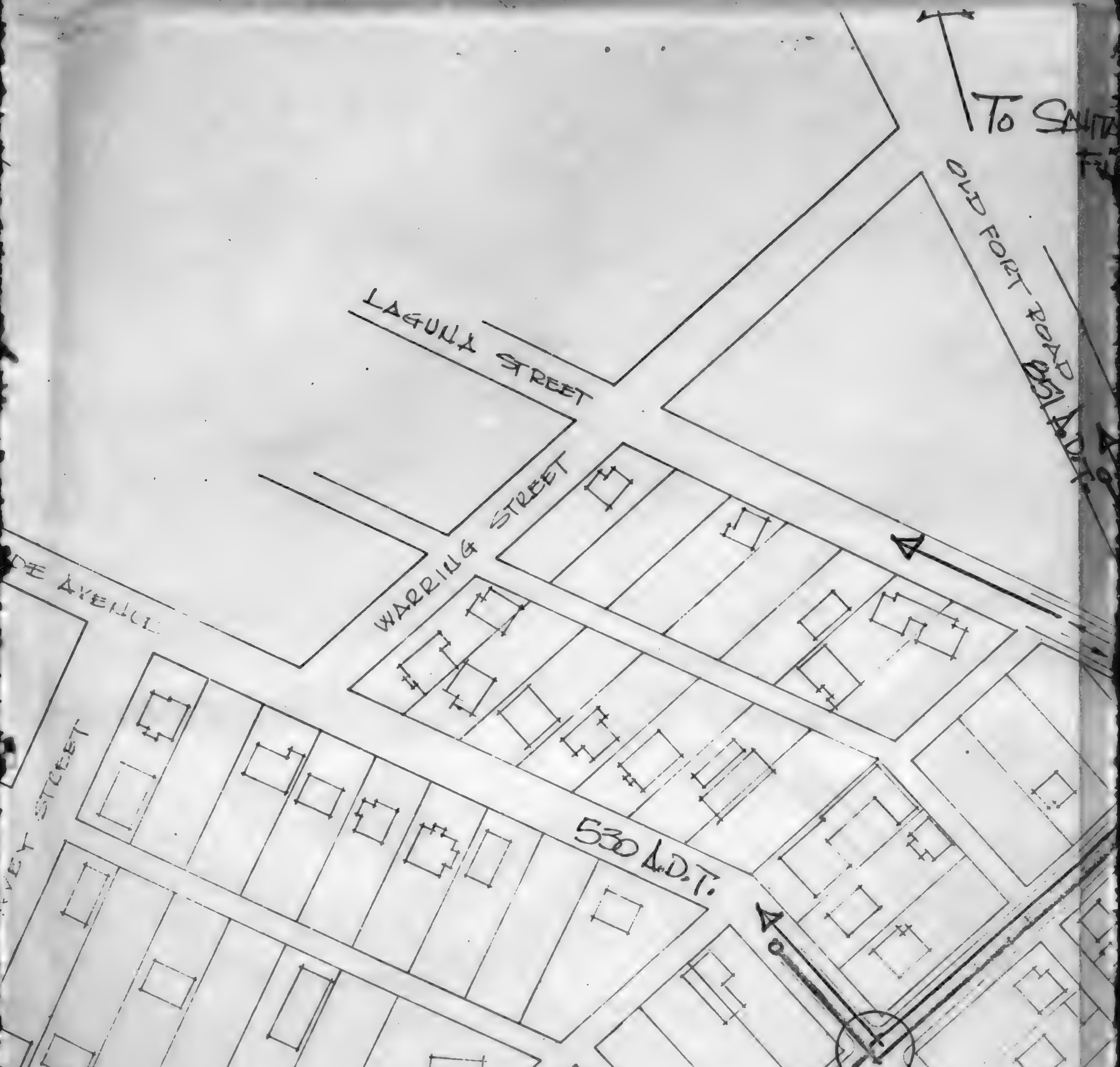
NOTED
R. H. PRANGE

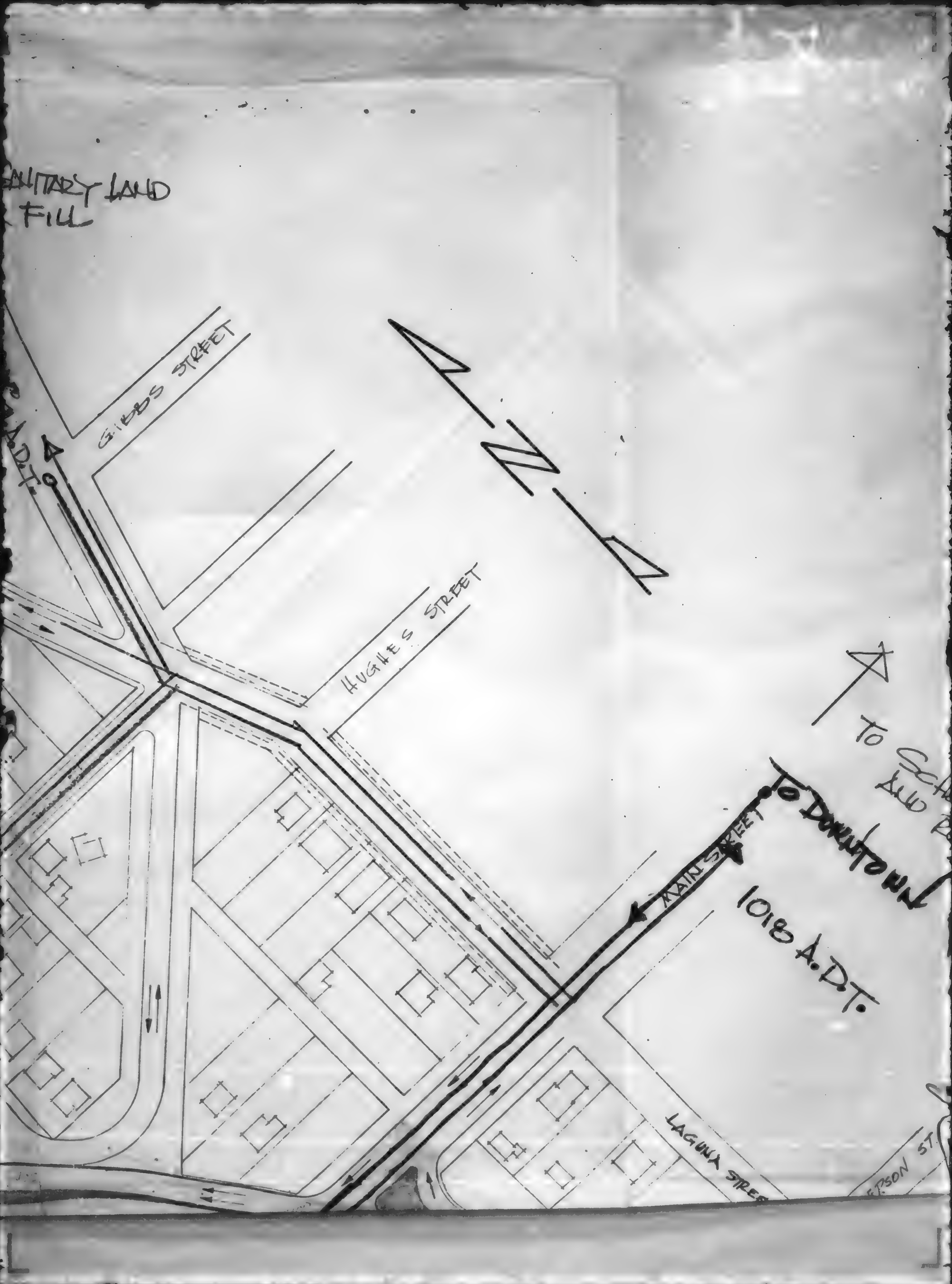
NOTED
DON [illegible]

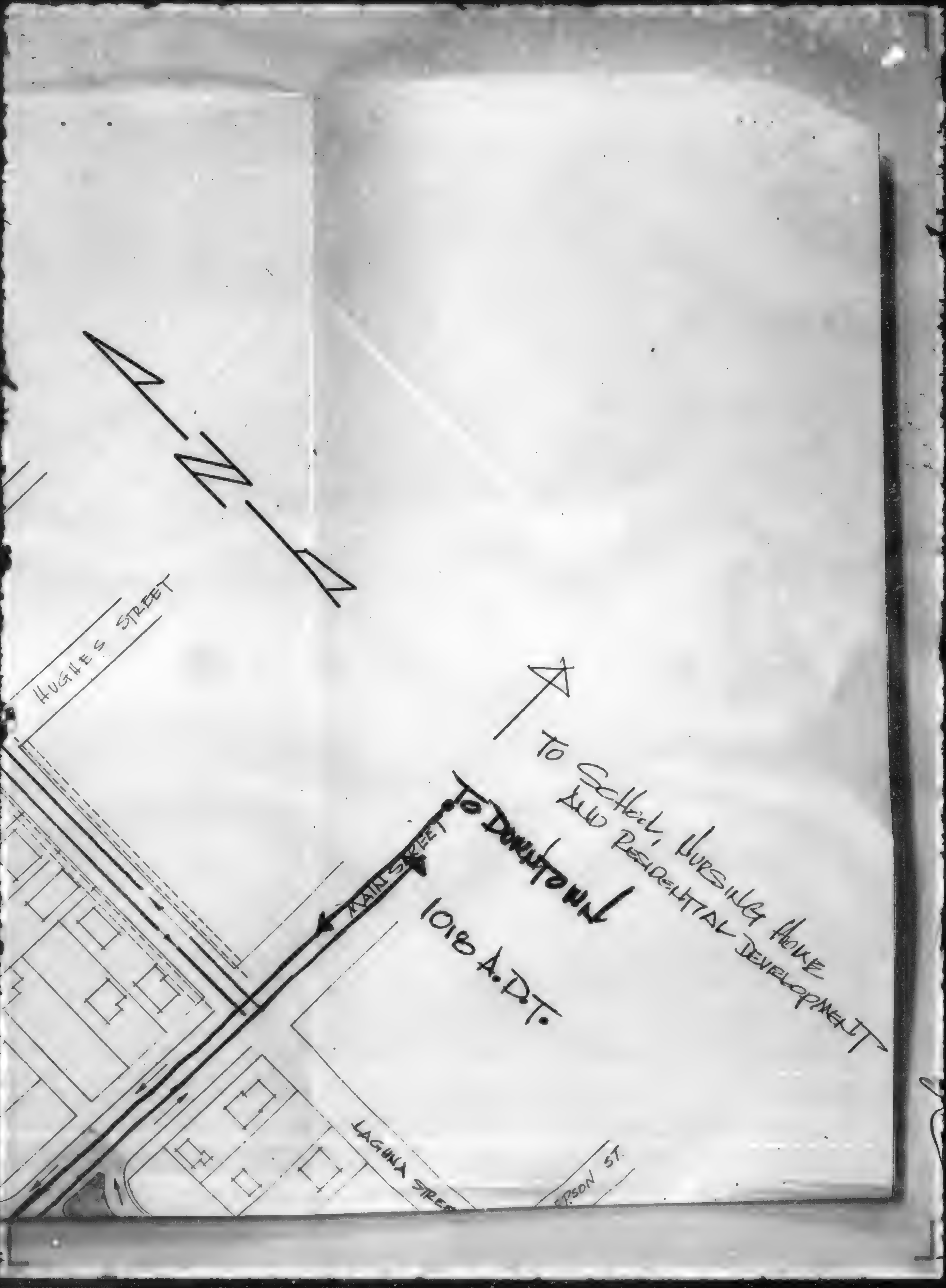
ESPLANADE AVENUE
ELDORADO AV

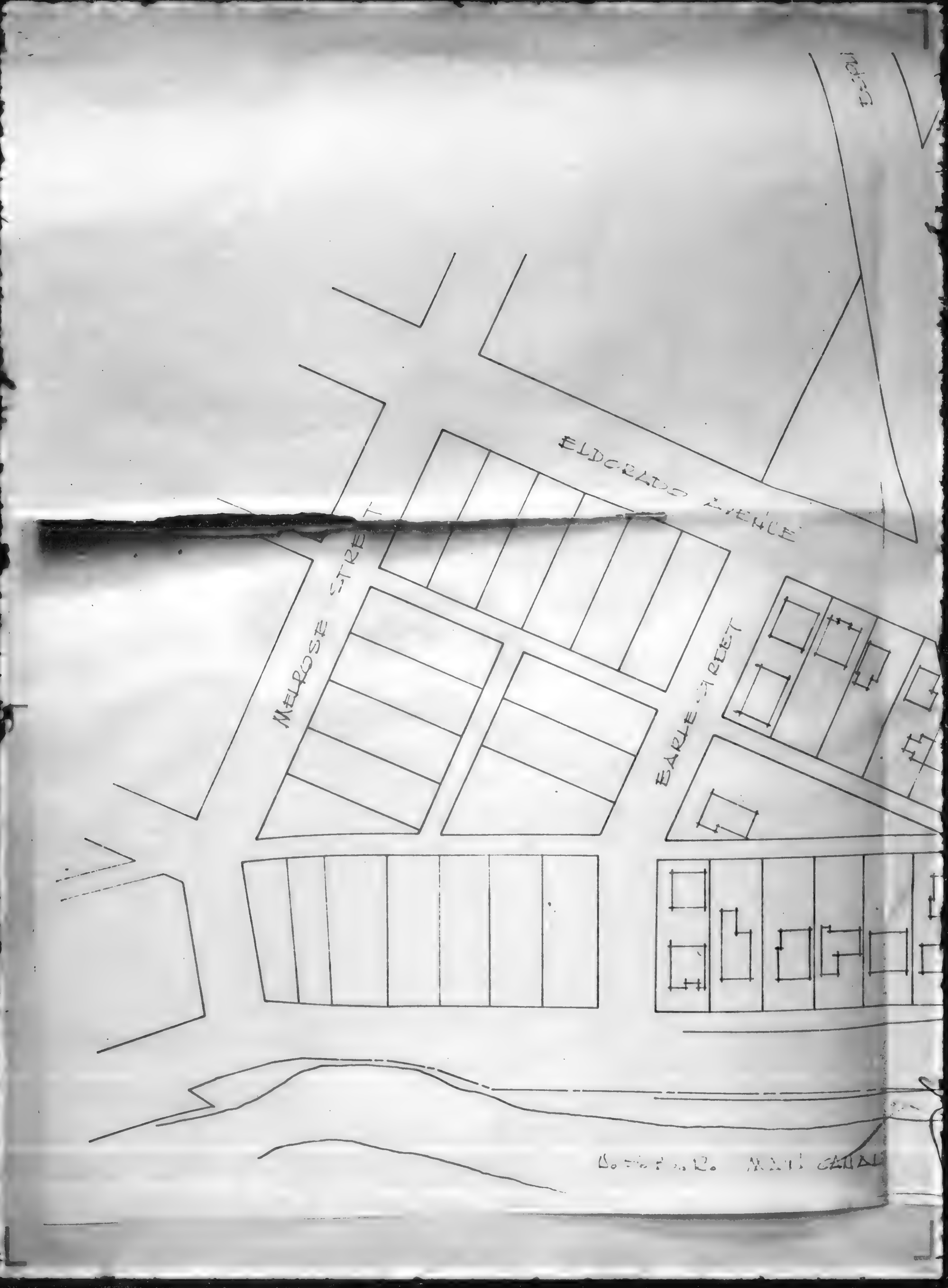

HURON STREET
TERRACE

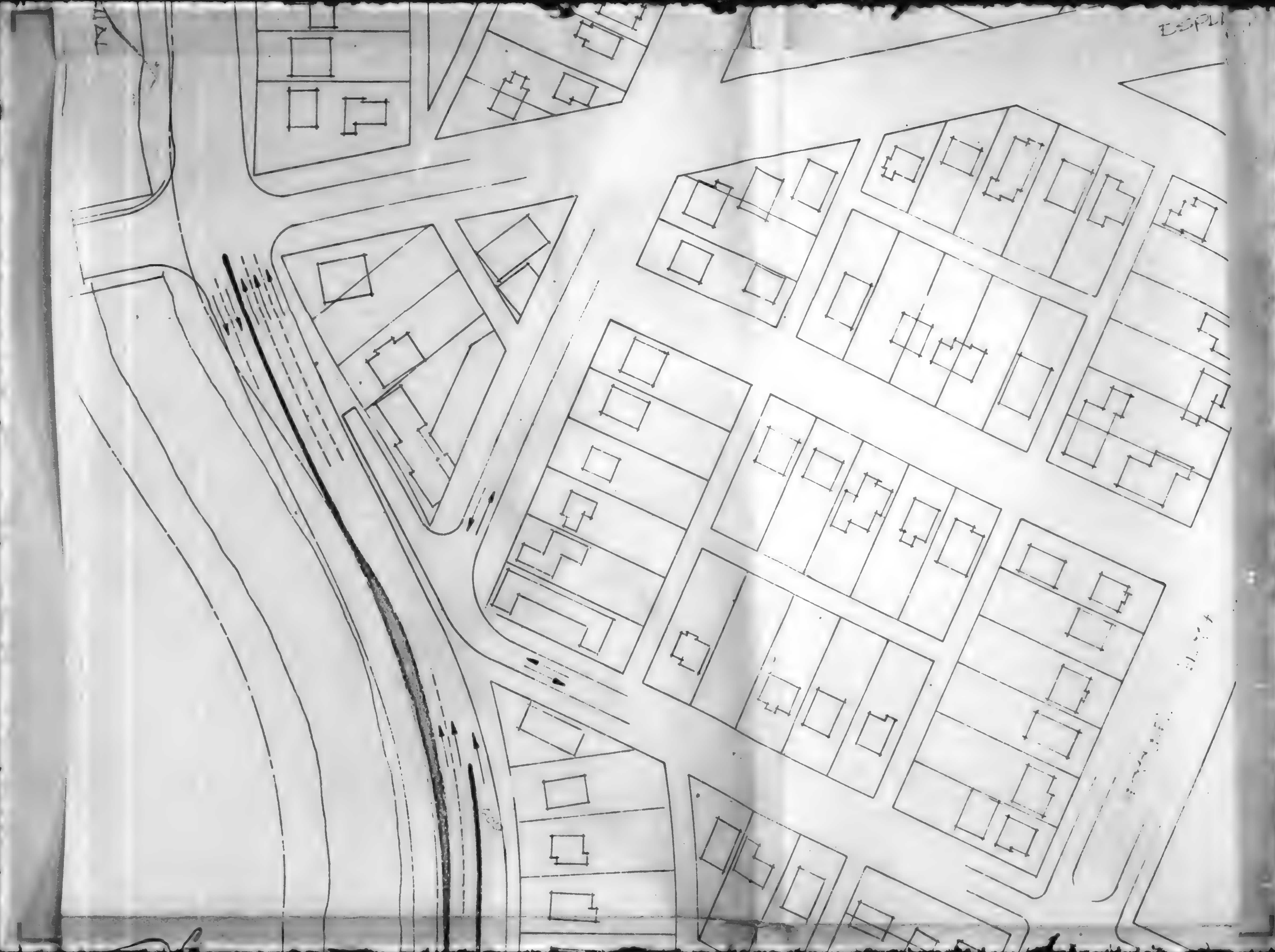

HILLSIDE AVE
AUBURN STREET
EGB STREET
HASKINS STREET
LAVEY STREET


TO SANTA
F
OLD FORT ROAD
851 A.D.T.
LAGUNA STREET
WARRING STREET
DE AVENUE
VEY STREET
530 A.D.T.

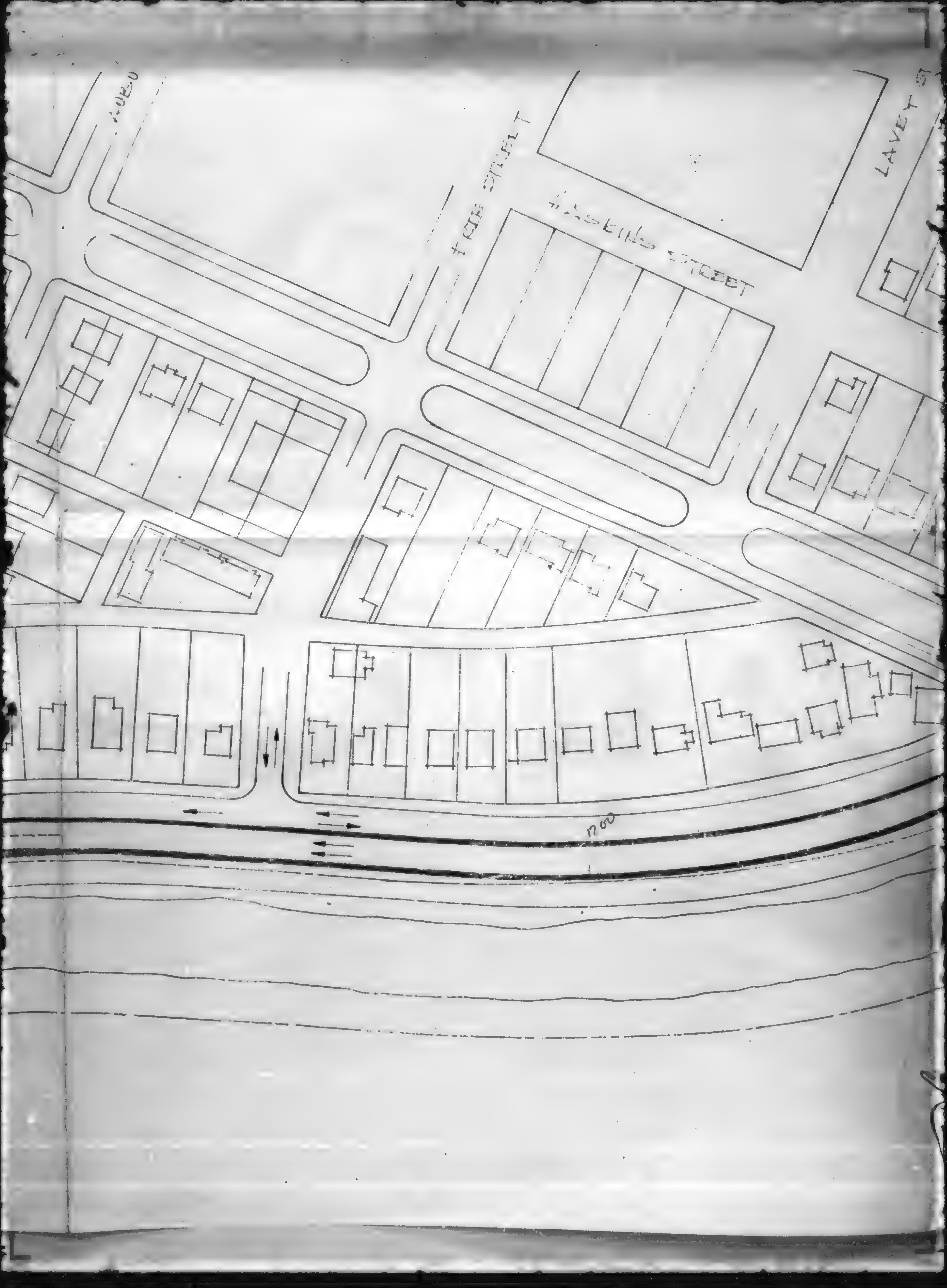

SANITARY LAND
FILL
A.D.T.
GIBBS STREET
N
HUGHES STREET
TO SCH
AND B
MAIN STREET
DOWNTOWN
1018 A.D.T.
LAGUNA STREET
PSON ST.

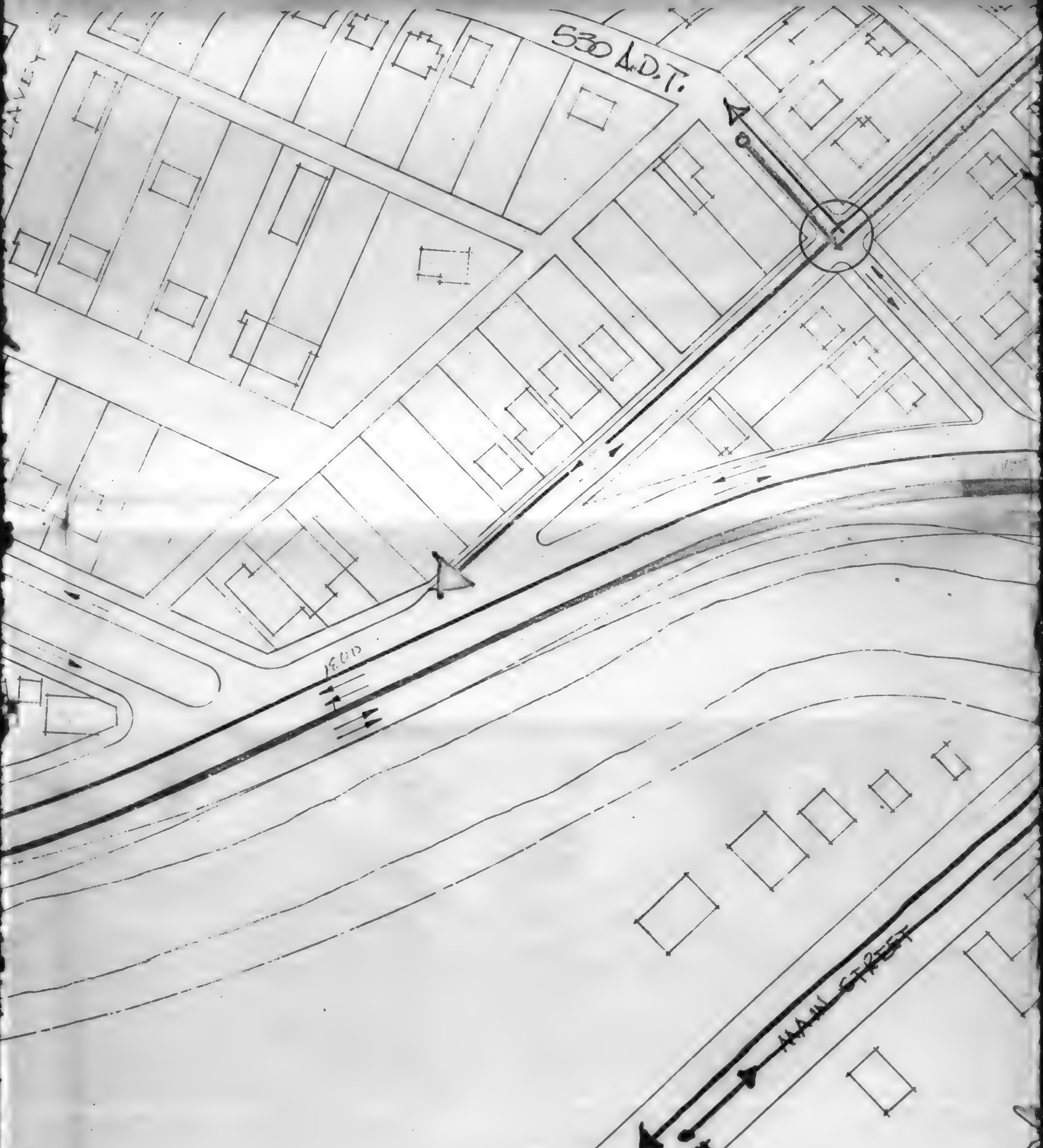

HUGHES STREET
MAIN STREET
TO DOWNTOWN
1018 A.D.T.
TO SCHOOL, NURSING HOME AND RESIDENTIAL DEVELOPMENT
LAGUNA STREET
PSON ST.

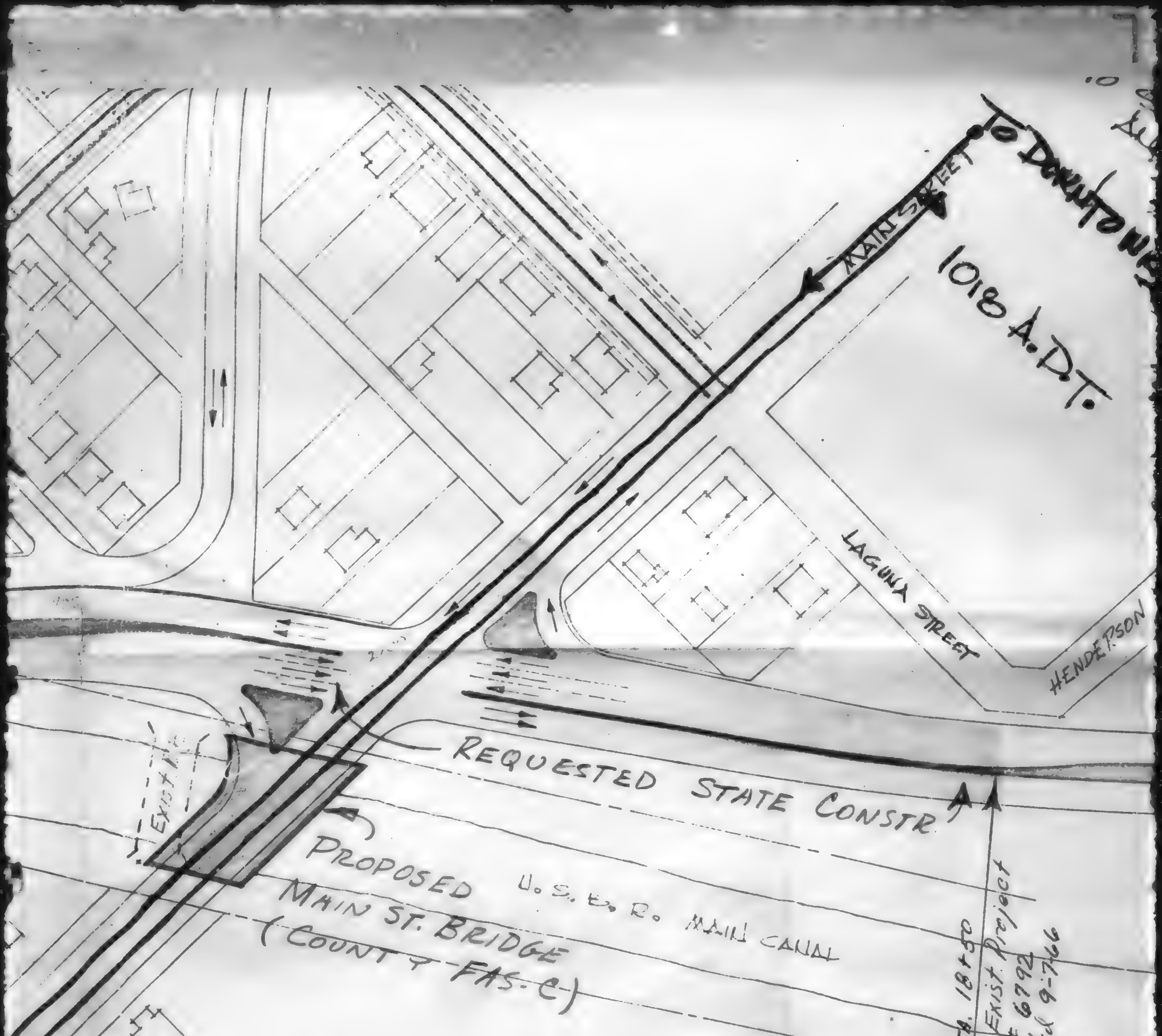

ROAD
ELDORADO AVENUE
MELROSE STREET
EARLE STREET
MAIN CANAL

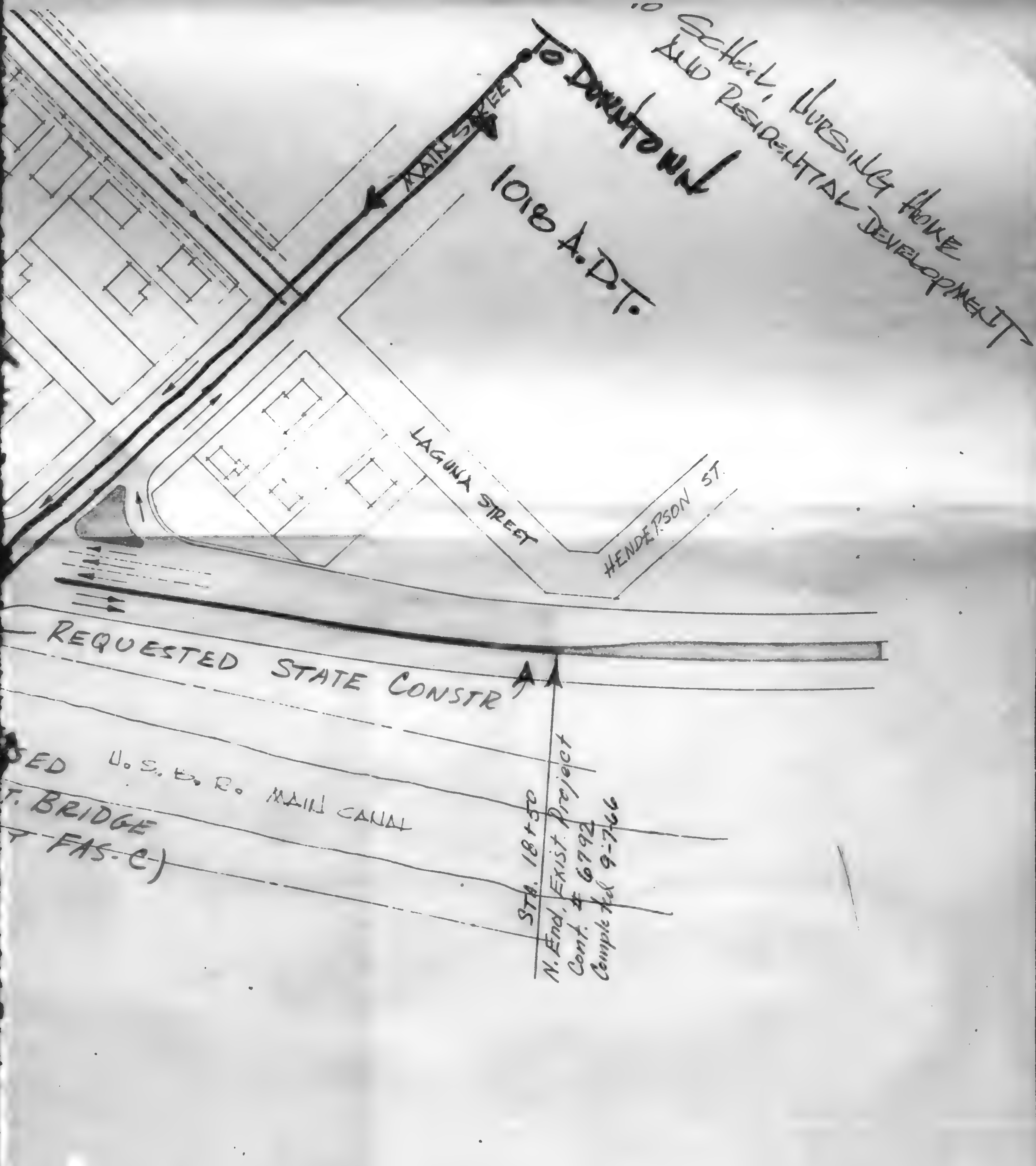


ESPL


KOBU
CIB STREET
HASEINS STREET
LAVEY ST
1200


AVE.
530 A.D.T.
1800
MAIN STREET
80'
FROM DOWN TOWN


TO DOWNTOWN
MAIN STREET
1018 A.D.T.
LAGUNA STREET
HENDERSON
EXIST. R/W
REQUESTED STATE CONSTR.
PROPOSED
MAIN ST. BRIDGE
(COUNTY FAS-C)
U.S.B.R. MAIN CANAL
STA. 18+50
N. End. Exist. Project
Cont. # 6792
Comple Fall 9-766
EAST-SIDE BY-PASS CIRCULA



EAST-SIDE BY-PASS CIRCULATION STUDY

4/8/67 Cox took one copy
of this plan to Menabeck

[illegible]
145 415
K. Falls

FORM 2-139

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

NOTED
H. S. COX

NOTED
P. B. Arensmeier

NOTED
RICHARD UNREIN

July 25, 1966

Litth [illegible] X [illegible]

Mr. Bob G. Kyle
City Manager
City of Klamath Falls
Post Office Box 1200
Klamath Falls, Oregon

Re: Esplanade-Main Street Section
Eastside Bypass
Klamath Falls-Malin Highway
Klamath County

Dear Mr. Kyle:

This is in answer to your letter of July 8 concerning comments on our submission to you of our proposal on the subject section.

Your first comment is that a four-lane structure on Main Street be constructed and that it be aligned with Main Street. We have so designed this.

Your next item suggests the two-way frontage road with parking on one side from Herbert Street to Erie Street and you later state that this should be accomplished within the present right-of-way. With the use of occasional walls, we can probably construct such a section and keep within the right-of-way.

Also under this item you then request that the frontage road continue one way from Erie Street north to form a free-flowing movement onto the highway so as to weave in order to prepare for the left-turn at Esplanade Avenue. This feature is hazardous because too little distance is provided for such a weave. Our proposal of taking the frontage road traffic up Eldorado Avenue to Esplanade Avenue, thence to a right-angle crossing of the highway at Esplanade Avenue, is much safer and not too much out of direction.

The widening of Laguna Street between Old Fort Road and Main Street may be necessary due to traffic routing and possibly some cooperative project with the city can be worked out.

The connecting of Old Fort Road and Hillside Avenue by a frontage road rather than each having a cul-de-sac would meet with our approval.

RECEIVED
JUL 26 1966
ENGINEER
COUNTY & CITY DIVISION

NOTED
HAROLD [illegible]

NOTED
R. H. PRANGE

NOTED
DON HARWELL

We expect to signalize both intersections at Esplanade Avenue and Main Street, probably on a cooperative basis with the City.

Our plan utilizing the seven-foot median provides actually a four-foot divider and three-foot offset to the main highway driving lane. This is less than we like to have because of necessary screening of headlight glare from the frontage road.

All these additions, such as parking, walls and local street widening, will have to have Klamath County approval since this highway is presumably to be constructed with County federal-aid funds.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

ORIGINAL SIGNED BY
E. B. KLABOE

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe (FBK 887)
F. D. Morgan
H. S. Cox
J. F. Putnam

NOTED
DON HARWELL

Cy R M allison & C. file
See K. Falls

NARRATIVE REPORT
April 29, 1965

BRIDGE VICINITY
K.I.D. CANAL BRIDGE (MAIN STREET)
KLAMATH FALLS
KLAMATH COUNTY

Reference is made to "Memo to Files" letter, dated May 21, 1964, stating that the city is in favor of a skewed bridge along the Main Street centerline and that the county is in favor of retaining the present location of the bridge. A traffic study was also mentioned.

This structure is adjacent to the proposed Klamath Falls-Malin Highway. The location and alignment of this structure will control the intersection and the crossing of this highway. For this reason, the design of this highway intersection and crossing should be completed and correlated with the design of this structure. Construction of the Klamath Falls-Malin Highway will be completed from the southeast to a point very near this structure next year.

As a matter of information, Oregon Technical Institute is no longer located on site at the end of Old Fort Road. However this site has been sold recently and indications are that it will be used and developed as an industrial and recreational area. At present time the Old Fort Road serves a small number of residences, farms and City dump grounds. Main Street provides access to a group of residences, church, rest home and school.

This vicinity map was made with the intent that it could be used for design of structure at either location or alignment.

Preliminary field investigations from this office show that either alignment will involve the relocation or reestablishment of water and gas lines on the present structure. Also, there will probably be some adjustments of telephone and electric power poles with related facilities.

W. Reid Meritt

W. Reid Meritt
Resident Engineer

Form E-39

OREGON STATE HIGHWAY DEPARTMENT

AUTHORITY FOR SURVEY

Section KID Canal Bridge (Main Street)

Date June 22, 1964

Highway Main Street

Authorization No. 1

County Klamath Division 4

Survey Prefix 218-1460 (Assigned by Salem office)

Description of termini, route, length, etc.: The bridge site is located near the section line between sections 28 and 33 approximately 1.5 miles easterly of the intersection of Esplanade and Main Streets.

NOTED
DON HARWELL

(Special agreement request by Klamath County)

NOTED
H. S. C

NOTED
R. H. PRANGE

NOTED
P. B. [illegible]

NOTED
R. M. ALLIS

Purpose of survey: To prepare vicinity map and conduct bridge foundation exploration for the Main Street Bridge over KID Canal. (~~An~~ No advanced deposit will be requested of Klamath Court for the vicinity map and foundation exploration. Bridge design will be done by the State)

No

NOTED
V. R. JONES

Estimate of cost:			
	Field	(900)	$1,500
	Bridge	(906)	500

INSTRUCTIONS

Submit four copies to Salem. After approval by the State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

This form does not constitute authority for making survey until approved and returned.

Submit separate order for each survey.

Total estimated cost of survey	$2,000
Previous authorization	
Additional authorization requested	
Additional authorization approved (Salem)	
Total all authorizations approved (Salem)	

Requests made by:

Ben Gifford
Location Office
~~Div.~~ Engineer

Recommended for Approval:

Division Engineer

Recommended for Approval:
D. J. Barber
Ass't Construction Engineer

Approved:
Lloyd P. Shaw
Ass't. State Highway Engineer

State Printing

Form E-3

~~Klam. Falls~~
file.

OREGON STATE HIGHWAY DEPARTMENT

AUTHORITY FOR SURVEY

Section KID Canal Bridge (Main Street)

Date June 22, 1964

Highway Main Street

Authorization No. 1

County Klamath Division 4

Survey Prefix 218-1460 (Assigned by Salem office)

Description of termini, route, length, etc.: The bridge site is located near the section line between sections 28 and 33 approximately 1.5 miles easterly of the intersection of Esplanade and Main Streets.

(Special agreement request by Klamath County)

RECEIVED
JUN 30 1964
ENGINEER
COUNTY & CITY DIVISION

NOTED
DON HARWELL

NOTED
R. M. ALLISON

NOTED
H. S. COX

NOTED
R. H. PRANGE

Purpose of survey: To prepare vicinity map and conduct bridge foundation exploration for the Main Street Bridge over KID Canal. (An advanced deposit will be requested of Klamath Court for the vicinity map and foundation exploration. Bridge design will be done by the State)

Estimate of cost:

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Bridge	(906)	500

NOTED
V. R. JONES

INSTRUCTIONS

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Total estimated cost of survey	$2,000
Previous authorization	
Additional authorization requested	
Additional authorization approved (Salem)	
Total all authorizations approved (Salem)	

Requests made by:
Ben Gifford
Location Office
Engineer

Recommended for Approval:
Division Engineer

Recommended for Approval:
D. J. Baker
Ass't Construction Engineer

Approved:
Lloyd P. Stew
State Highway Engineer
Ass't.

State Printing

KLAMATH COUNTY ROAD DEPARTMENT

OFFICE OF
J. H. CREED
COUNTY ENGINEER

COURT HOUSE
KLAMATH FALLS, OREGON

NOTED
H. S. COX

May 28, 1964

RECEIVED
JUN 1 1964
ENGINEER
COUNTY & CITY DIVISION

NOTED
DON HARWELL

NOTED
P. B. Arensmeier

NOTED
R. M. ALLISON

NOTED
R. H. PRANGE

Mr. H. S. Cox
County-City Division Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cox:

In connection with the re-building of the Eastside Bypass in Klamath Falls, it will be necessary to rebuild the Main Street bridge across the "A" canal.

This structure will be one of the legs of the Main Street, Alameda, Old Fort Road, Hillside Street intersection.

Please arrange for the Highway Department to make the survey and design for this bridge. The Klamath County Road Department will pay for the survey.

On the basis of our present planning, it looks as if we would probably want to do this work in the winter of 1965-66.

The water is taken out of the canal in October and put back in in April, so it should be scheduled for a bid opening in November.

Yours very truly,

J. H. Creed

J. H. Creed
Klamath County Engineer

JHC:sr

NOTED
W R JONES

Copies to Cooper & Shaw 6-1-64
Copy to Morelock 6-18-64

See Klamath Falls Gen Corresp file
For Main St "A" Canal Bridge

NOTED
R. M. ALLISON

NOTED
DON HARWELL

NOTED
R. H. PRANGE

NOTED
P. B. Arensmeier

MEMO TO FILES
5/21/64

KID Canal Bridge
Main Street
City of Klamath Falls

Commissioner Allison, County Engineer Creed, and City Manager Kyle were contacted May 19, 1964, concerning design and construction of the Main Street Bridge across the KID Canal in Klamath Falls.

Allison and Creed were informed that State Highway would design subject structure but that a vicinity map would be required. County Engineer requested that this vicinity map be done by State forces. Commissioner Allison agreed and a letter from Klamath County Commission should be forthcoming requesting the survey and stipulating that Klamath County will be backcharged for the vicinity map. Cost of the design is to be borne by the State.

In a meeting with County Engineer and City Manager, an appropriate timing was suggested, i.e., when would City be ready to build the bridge and when would County be ready to go on Esplanade-Washburn Way. The answer to this was that City has no money and no prospects of getting any. The suggestion for an FAS-C designated street between the two by-passes was not encouraged.

City and County could not agree on orientation of proposed new bridge, i.e., as at present on Fort Road or skewed to match the rest of Main Street. City was adamant on Main Street; County leaned toward Fort Road. A traffic study might solve this dilemma.

Solve this before design work! Don H.

Three factors require attention as concerns the Main Street bridge:

(1) Vicinity map: To be done by State and paid for by County. Division Engineer Swift feels that personnel can be made available when required for the vicinity map. Letter from County required.

(2) Design: To be done by State.

(3) Orientation of bridge: Provide traffic study to County and City and get their agreement on one alignment.

R M Allison
R. M. Allison, Field Engineer
County and City Division

RMA:mm
cc: L. P. Shaw
Frank Morgan
Ivan Merchant
Dean Swift
Ed Morelock

K. Falls
Gen Corresp

NOTED
P. B. Arensmeier

MEMO
May 7, 1964

NOTED
R. H. PRANGE

Main Street Bridge
City of Klamath Falls and Klamath County

NOTED
N HARWEL

I called Commissioner E. K. Allison of Klamath Falls this date and asked him about the Main Street Bridge. He states that this is one of the city streets maintained by Klamath County by agreement. He thought that John Creed had requested design of this structure but that there is no hurry about this bridge (it won't be built for approximately 2 years). He was under the impression that if the county requested the design, the Department would furnish the design free. Mr. Allison further stated that when the bridge is built, it will be largely with city funds.

I told Mr. Allison I didn't know about the decision regarding charges for design as this actually is on a city street. Mr. Allison stated that he had discussed this bridge with Mr. Cooper and Mr. Edwards a week or so ago, when they were in Klamath Falls.

File K. Falls

Mr. Allison did urgently request that the design of the by-pass from Shasta Way to Washburn Way be furnished the county as soon as possible so that their forces could construct some this fall and winter.

NOTED
R. M. ALLISON

H. S. Cox
County and City Division Engineer

HSC:mm
cc: L.P. Shaw

P.S. I have just been informed that our Br. Dept is awaiting order for designing Main St Br at the present time

NOTED
Harold C. Ayers

SISTER CITY:
ROTORUA, NEW ZEALAND

CITY OF KLAMATH FALLS, OREGON
POST OFFICE BOX 1200 TELEPHONE TUXEDO 4-3161

OFFICE OF THE CITY MANAGER

BOB G. KYLE

MAY 18, 1905

NOTED
H. S. COX

NOTED
DON HARWELL

December 19, 1962

RECEIVED
DEC 20 1962
ENGINEER
COUNTY & CITY RELATIONS

NOTED
JOHN D. GRAHAM

State of Oregon
State Highway Department
Salem 10, Oregon

Attention: Mr. John Graham, 403 Highway Bldg.

NOTED
R. H. PRANGE

Gentlemen:

Reference is made to our telephone conversation relative to the proposed bridge design on Main Street.

The City proposes to construct a new bridge to replace an existing bridge crossing the USBR Canal "A", and connecting to Alameda Avenue.

This past summer the City widened Main Street to a width of 60 feet curb to curb as a part of our program to serve traffic in and out of the City from the southeastern unincorporated areas by way of Alameda Avenue and Main rather than the overloaded 6-7 couplet now in use.

The existing structure connects at right angles to Alameda, and is a continuation of Old Fort Road. It is proposed that the new structure become a continuation of Main Street. This realignment is brought about by the moving of OTI campus served by Old Fort Road, and the fact that we have an elementry school on Main and other proposed construction which will generate considerable traffic. We would appreciate it if a member of the department can contact us for further details on this proposed construction.

Very truly yours,

Bob G. Kyle

Bob G. Kyle
City Manager

12/20/62
Copy of letter to Ivan Merchant
Bridge Dept will handle J.D.G.

BGK:cac

20-1147 Oregon Coast Hwy.-Florence- 1969
Eugene Hwy. Sec., in Florence.
#7321 (Traffic signals)

ООА 3806

RECEIVED
JUL 2 - 1970
FOR FILING

SC-1147
7321

July 2, 1970

Oregon State Highway Commission

Gentlemen:

Work was completed May 26, 1970, on Contract No. 7321. The contract was with Hamilton Electric, Inc., and was for a traffic signal installation on the Oregon Coast Highway-Florence-Eugene Highway (Florence) Section of the Oregon Coast Highway in Lane County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective July 2, 1970, and that you concur in this procedure at the Commission meeting on July 7.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

R. L. Porter
State Highway Engineer

cc Floyd Query
Tom Edwards
F. B. Klaboe
A. E. Johnson
Victor D. Wolfe
V. E. Skoog
F. D. Morgan
I. D. Merchant
L. H. Young
C. T. Kessey
erb fm

RECEIVED
JUL 3 - 1970
~~FOR FILING~~

20-1147
7321

July 2, 1970

Great American Insurance Co.
Pacific NW Regional Office
2030 Ninth Avenue
Seattle, Washington 98121

Gentlemen:

Contract No. 7321 awarded to Hamilton Electric, Inc., for a traffic signal installation on the Oregon Coast Hwy.-Florence-Eugene Hwy. Section in Florence on the Oregon Coast Highway in Lane County was completed on May 26, 1970, and accepted by the Highway Commission on July 2, 1970.

Final payment in the amount of $1,150.50 will be released to the contractor after July 9, 1970. The total contract amount is $23,010.00 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

sj

cc Hamilton Electric, Inc.
P. O. Box 708
Eugene, Oregon 97401

Smith & Crakes Ins.
58 W. 11th Avenue
Eugene, Oregon 97401

bc Frank Morgan
Ivan Merchant
V. E. Skoog
Attn: John Herr
Carroll T. Keasey

20-1147
7321

FORM E-1 (REV. 10-65)

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Oregon Coast Hwy-Florence-Eugene Hwy. (Florence)

WEEK ENDING: 12 Jun 70

SECTION PREFIX: 20-1147

HIGHWAY: Oregon Coast

COUNTY: Lane

NAME OF JOB: Florence Signals

KIND OF WORK: Traffic Signal Installation

CONTRACTOR: Hamilton Electric, Inc.

CONTRACT NUMBER: 7321

FEDERAL AID PROJECT NUMBER: State

DATE OF CONTRACT: 15 Dec. 69

DATE WORK STARTED: 2 Mar 70

ESTIMATED COMPLETION DATE:

AVERAGE FORCE ON PROJECT FOR THE WEEK: 0

MEN: SUPERVISION:

SPECIFIED WORK DAYS

WORK DAYS USED

SPECIFIED CALENDAR DAYS 140;240

CALENDAR DAYS USED 86

SPECIFIED COMPLETION DATE

PERCENT OF TIME ELAPSED 36

PROJECT AUTHORIZATION: $ 26,346.45

EXCLUSIVE OF ENGINEERING: $ 24,045.45

ENGINEERING AUTHORIZATION $ 2,301.00

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 100

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 23,010.00 XXXXXXX5

ENGINEERING COST TO DATE $ 1,509.

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION 100

ESTIMATED PERCENT: XXXXX UNDERRUN 10 %

PERCENT OF AUTHORIZATION 66 %

DATE PROJECT WAS COMPLETED: 26 May 70

Semi-final submitted
10 Jun 70

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

Routing
Morgan
Decker
Bond
Walker
Boehme
Johnson
Pease
Swen
Glenn
Litchfield
Gallagher
Stein

RECEIVED
JUN 16 1970
CONSTRUCTION DIVISION

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	Ptly. Cloudy			
MONDAY	Cloudy			
TUESDAY	Showers			
WEDNESDAY	Showers			
THURSDAY	Showers			
FRIDAY	Fair			
SATURDAY				

NOTED
R. D. CHURCH

RECEIVED
JUN 15 1970
BRIDGE DIVISION

BEN GIFFORD

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

7 Jun 70 SUNDAY	
8 MONDAY	
9 TUESDAY	
10 WEDNESDAY	
11 THURSDAY	
12 FRIDAY	
13 SATURDAY	

REMARKS

Semi-final submitted to Salem office 10 Jun 70.

This is the FINAL Weekly Report.

SIGNED H. H. Patterson LOCATION Newport

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F216

RECEIVED
DEC 24 1969
FOR FILING

20-1147

7321

December 26, 1969

Hamilton Electric, Inc.
P. O. Box 708
Eugene, Oregon 97401

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> **Contract No. 7321 for traffic signal installation at the intersection of the Oregon Coast Highway and the Florence-Eugene Highway in the city of Florence in Lane County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cr
Enclosure

cc: Great American Insurance Company
Smith & Crakes Insurance
D. J. Barbee
F. D. Morgan
I. D. Merchant
R. D. Asburry
H. H. Patterson

C

RECEIVED
JAN 27 1970
FOR FILING

20-1147
7321

December 15, 1969

Bid Nov 13

Hamilton Electric, Inc.
P. O. Box 708
Eugene, Oregon 97401

Gentlemen:

The State Highway Commission on November 18, 1969, accepted your proposal for a traffic signal installation at the intersection of the Oregon Coast Highway and the Florence-Eugene Highway in the city of Florence in Lane County for the sum of $23,010 and referred it to the State Highway Engineer with authority to award the contract as soon as approval of the City of Florence was received and the sum of $13,170 was deposited by the City.

These conditions were fulfilled and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 7321.

Enclosed are three copies of this contract. Two of these copies should be signed on the contract and bond pages and returned to this office for completion. Please follow exactly the instructions given on the blue slip attached to the contract.

The third copy of the contract stamped "Advance Copy to be Retained by Contractor" is furnished for your information pending receipt of a fully executed copy.

The calendar day count on this contract will begin December 27, 1969.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

ur
Enclosures

bc: Pacific Builder & Engr., Inc., Seattle, Wash.
Daily Journal of Commerce, Seattle, Wn., & Portland, Ore.
F. D. Morgan
I. D. Merchant
D. J. Barbee
William Geibel (SAIF)
R. D. Asburry
H. H. Patterson

RECEIVED
NOV 19 1969
FOR FILING

20-1147
7321

November 19, 1969

Mr. Clifford L. Sanders
City Manager
City Hall
Florence, Oregon 97439

Dear Mr. Sanders:

On November 13 bids were opened for the installation of traffic signals at the junction of US101 and ORE36 in Florence.

The low bid was $23,010. Engineering and contingencies are estimated to cost $3,366. The total estimated cost then becomes $26,376 and the estimated City's share is $13,170.

If you will submit the City's check in the amount of $13,170, we will proceed to award the contract.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. B. Crandall
H. S. Cox
C. T. Keasey

VPJ:ji   ja

RECEIVED
SEP 30 1969
FOR FILING

20-1147
7321

4d
Aug. 19, 1969

August 26, 1969

7755
2794

City of Florence
P. O. Box 338
Florence, Oregon 97439

MISC. CONTRACTS and
AGREEMENTS No. 5306

Attention: Mr. Clifford L. Sanders
City Administrator

Gentlemen:

Attached for your records is a fully executed copy of an agreement covering the upgrading of the intersection of the Oregon Coast Highway with the Florence-Eugene Highway in your City.

We have retained a fully executed copy of this agreement for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

gr
Att.

bc: F. B. Crandall
(one conformed copy attached)

RECEIVED
JUL 28 1969
FOR FILING

20-1147
7321

July 23, 1969

Oregon State Highway Commission

Gentlemen:

You may recall that on March 11 a delegation appeared before you with a request to four-lane the Coast Highway in Florence as far north as the city limits.

The cost of this project is more than we can finance at this time and our people, together with the City, have worked out a cooperative project in the amount of $56,000 that will upgrade the intersection of the Coast Highway with the Florence-Eugene Highway. This is not a substitute for the previous request but is a start in that direction and is a part of the overall ultimate plan.

It is estimated that the work can be done for $56,000, with the State providing $37,000 and the City $19,000. It is my recommendation that this have your approval and that the project be added to the current State Construction Program.

The matter will be on the agenda for your consideration at the August 19 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc: Floyd Query
Tom Edwards
F. B. Klaboe
V. D. Wolfe
L. H. Young
H. S. Cox
V. E. Skoog
C. T. Kessey
RLP:ms sr

Salem, Oregon
July 16, 1969

Mr. R. L. Porter

In response to an appearance by the people of Florence before the Commission, I have at long last had the Division get together an acceptable development of the connection of the Florence-Eugene Highway and the Oregon Coast Highway at Florence.

I would recommend your approval with the roadway improvements being done as do-it-yourself type work jointly by the City and the Maintenance Division and with the traffic lights to be contracted. It will require allocation of additional funds (either State Construction or Minor Betterment) to cover the cost.

Tom Edwards
Assistant State Highway Engineer

TE:ja

Attachment

cc Forrest Cooper
Victor D. Wolfe

FORM 2-20 (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 14, 1969

SUBJECT: Improvement -- Oregon Coast Highway Intersection with Florence-Eugene Highway in Florence

To: Tom Edwards
ASST. STATE HIGHWAY ENGINEER

Recently I contacted Mr. Sanders, City Manager, for the City of Florence regarding a cooperative agreement between the City of Florence and the Oregon State Highway Division for the upgrading of the subject intersection by revising the intersection of the Florence-Eugene Highway slightly, four-laning the Oregon Coast Highway through this area and installing traffic lights at the intersection.

The tentative proposal was made to Mr. Sanders that the City participate 25% in all of the road or street work and 50% in the installation of the traffic signals. Mr. Sanders indicated that they would prefer to perform certain phases of the work rather than paying out a cash amount for this work.

It was then proposed that the City would perform all of the drainage work and the construction on all of the curb work as their portion of the street work. They would still participate 50% in the installation of the traffic signals. This part of the street work would approximate the 25% of the street work. Mr. Sanders agreed to take this proposition to the City Council and let us know what their decision was.

I recently received a reply from Mr. Sanders giving us the City's thinking on this. See attached copy of this letter. According to this letter, the City agreed to the 50% payment for the installation of the traffic signals and to perform most of the street work contained within the original proposal. The exception being that they would look to the Highway Division to install the curbs around the island at the intersection of the two highways together with the curb in front of the property owned by the State Highway Division in the gore of the intersection of the Oregon Coast Highway and Quince Street. This would somewhat unbalance the 25%-75% ratio.

Nevertheless, it is the recommendation of this office that we enter into an agreement with the City of Florence on the basis as stated in their letter and proceed with this work. We should be able to schedule our portion of the street work this coming September and/or October.

The following is an estimate of the cost of the work:

Type of Work	City Portion	State Portion	Total
Roadway and Street work	$ 7,000.00	$25,000.00	$32,000.00
Traffic Lights	12,000.00	12,000.00	24,000.00
	$19,000.00	$37,000.00	$56,000.00

The roadway and street work estimate has been greatly reduced from previous estimates for the following reasons. The original estimate was prepared on the basis that all areas outside of the existing edge of pavements be completely excavated with the replacement of 8 inch base rock. And on the site inspection, we felt that much of the area outside of the paved area already has base rock on it so that all that is left is shaping up. The remainder of this area is all sand where the only base rock needed is sufficient to contain the sand. 4-6 inches is all that is recommended in this area.

Also the price used on the original estimate for the AC pavement was for contract whereas by using State forces we can do this work much cheaper.

Attached are three copies of a print of this area showing colored in blue the work to be performed by the State and in red the work to be performed by City forces.

If you concur with this recommendation, will you please see that this data is forwarded to the proper parties so that departmental approval can be obtained and official agreement can be made with the City.

R. D. Asburry
R. D. Asburry
DIVISION ENGINEER

RDA/cg

Attach.

cc: E. S. Hunter
E. L. Everton

RECEIVED
JUL 15 1969
OFFICE OF
STATE HIGHWAY ENGINEER

CITY OF FLORENCE

P. O. BOX 338 250 HIGHWAY 101 NORTH PHONE 997-3436 FLORENCE, OREGON 97439

July 8, 1969

RECEIVED
DIVISION ENGINEER . Division No. 2
JUL 9 1969
ROUTING
ASBURRY ☐ WIMER ☐ BOYD ☐
CANFIELD ☑ ☐ ☐

Mr. R. D. Asburry
Division Engineer
Oregon State Highway Department
2960 East State Street
Salem, Oregon 97310

Dear Mr. Asburry:

In accordance with our discussion and agreement of last week, in regards to the improvement of Highway 101 from the Highway 126 Junction to 12th Street, I have presented your proposal to the City Council and they are in general agreement.

As a result of the Council meeting of July 7, 1969 the City has agreed to proceed as follows:

1. Form a Local Improvement District to provide for the installation of curbs along Highway 101 from the alley between 8th and 9th Streets to 12th Street. The cost of the curbs will be assessed to the abutting property and since the island at the intersection of 101 and 126 and the curbing from approximately station 3+00 to 5+25 (East Side) would abut State Highway Right of Way it is felt that, perhaps, the State would prefer to do these sections themself rather than be assessed for it. City will let contract for curbs abutting private property.

2. The City of Florence Public Works Department will install the Storm Drainage System required for the section to be improved.

3. The City of Florence will provide their 50% share of the cost of the Traffic Signal Installation.

4. It is our intent to let the curb contract about the middle of August, provided that an agreement is completed between the City and Highway Department by this time. In the meantime, it is the intent of the owners of Sportsmen Realty, Le Chateau Motel, and the Shake Roof Inn to proceed with their previously planned curb installation immediately.

   The City forces would, also, install the Storm Drainage at this time, so that we would be through with our work and out of your way by mid-September, or earlier.

Will you please let me know if this general lay-out meets with your approval.

Very truly yours,

Clifford L. Sanders

Clifford L. Sanders
City Administrator

CLS:plp

RECEIVED
MAY 20 1969

FOR FILING
20-1147
7321

Salem, Oregon
May 19, 1969

Mr. R. D. Asburry
Division Engineer

I hand you herewith a plan for the proposed reconstruction of the intersection of the Florence-Eugene Highway and the Oregon Coast Highway in Florence. There are several estimates attached.

It appears that the $24,000 estimate is correct for the signals. The grading estimate needs to be reworked. It includes such items as plant mix stone base, plant mix bituminous base and asphaltic concrete pavement, which is a style of construction not applicable to this installation.

Please use a base design of 8 inches of stone base (not plant mix) and 4 inches of A.C.

I also doubt if the prime coat is necessary.

Tom Edwards
Assistant State Highway Engineer

TE:ja

Attachment

cc Forrest Cooper
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. E. George
H. S. Cox

RECEIVED
APR 7 - 1969

~~FOR FILES~~
2C-1147
7321

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 2, 1969

SUBJECT: Highway Widening
Oregon Coast Highway No. 9
City of Florence
Assignment 2784, FBK

To: Mr. F. B. Klaboe
Assistant State Highway Engineer

2784 BUILDING

On Monday, March 31, the following individuals met at the Florence City Hall and discussed widening of the Coast Highway as far north as 30th Street:

Stuart Johnston, Mayor
Clifford L. Sanders, City Manager
Richard T. Worthington, City Engineer (consultant)
R. D. Asburry, OSHD
F. L. Hall, OSHD
E. L. Everton, OSHD
Richard Unrein, OSHD

This meeting was very cordial in nature. The City began the meeting by stating the general concerns of the area, such as:

1. The new high school under construction (completion by December) for approximately 500 students which is being built 2 blocks westerly of our highway on 30th Street. This street would be the access to our highway.

2. Pedestrian traffic generated by the new school using our 2-lane facility with narrow shoulders.

3. Need for a traffic light at the junction of Florence-Eugene Highway and the Oregon Coast Highway. nc 3/11

4. Heavy traffic volumes and business developments.

5. Drainage.

Cooperative funding and costs were next discussed. The City was informed that 4-laning with curbs to 22nd Street (N.C.L.) would cost approximately $400,000, and to 30th Street would be in excess of $500,000. The City stated that they would be unable to finance 25% of the cost of such improvements. Mr. Worthington stated that, contrary to his statement before the Highway Commission (March 11), the City would be unable to "think in terms of an assessment program" as they are near their bonding limit. The

City stated that perhaps they could participate to the extent of providing the additional right of way that would be necessary. Further discussion disclosed that their participation beyond the north city limits (22nd to 30th) would pose problems. At this point the City disclosed that their appearance before the Highway Commission was primarily at the urging of the Chamber of Commerce, and that the City's main concern was the traffic light at the junction and 4-laning as far north as 13th Street. We informed them that our traffic people were making studies of this junction and that they may recommend changing it into a "T" intersection with signals. Also, it was pointed out that signals were normally financed on a 50-50 basis.

The City requested that we provide them with an estimate of cost for widening and curbing the 8th Street to 13th Street Section, including signal installation, so they could determine if it was within their means to participate.

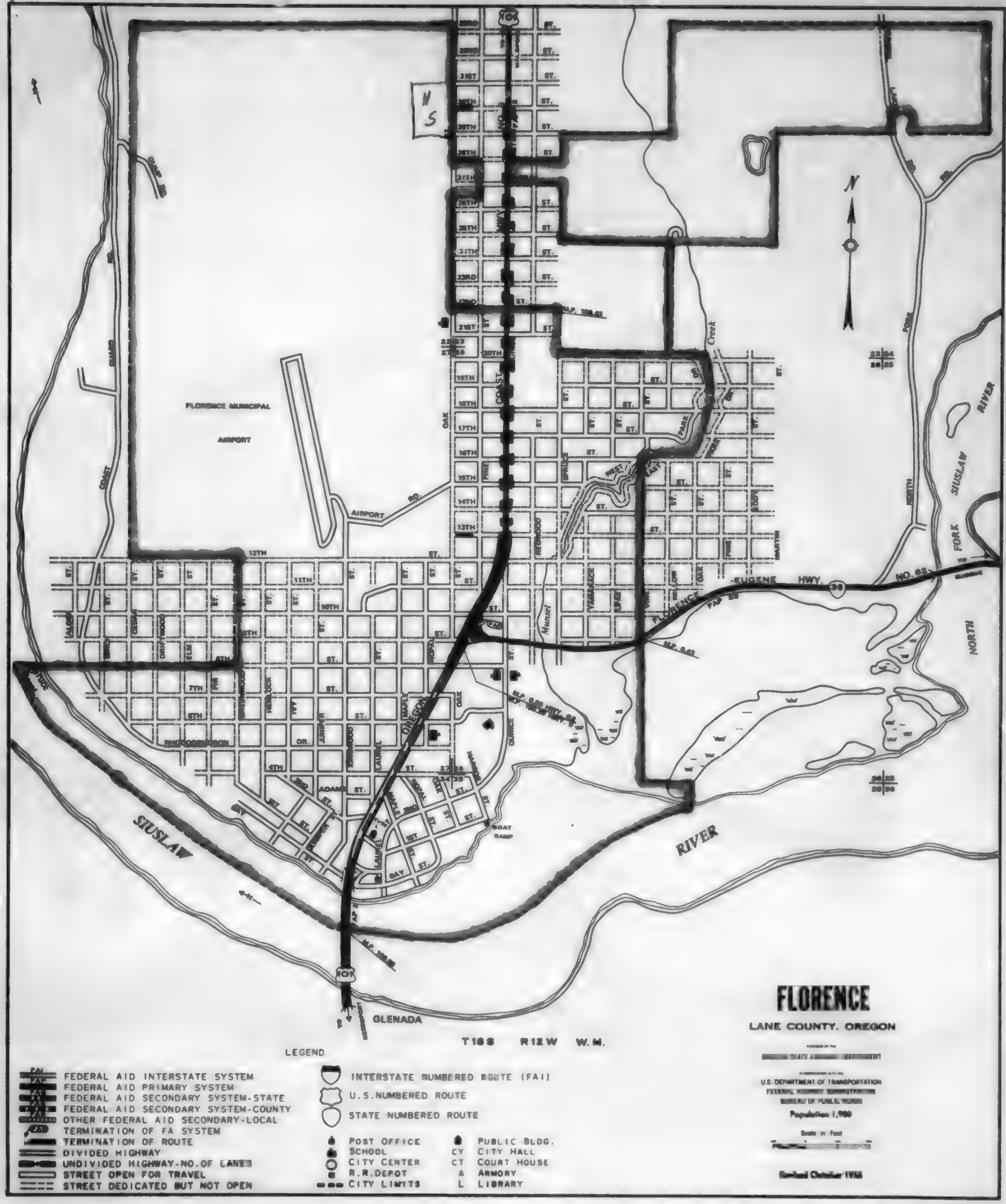
Richard Unrein

Richard Unrein
Field Engineer
County and City Division

RU:eb

Enc. - Map

RECEIVED
APR 2 1969
OFFICE OF
STATE HIGHWAY ENGINEER


FLORENCE
LANE COUNTY, OREGON
U.S. DEPARTMENT OF TRANSPORTATION
Scale in Feet
T18S R12W W.M.
LEGEND
FEDERAL AID INTERSTATE SYSTEM
FEDERAL AID PRIMARY SYSTEM
FEDERAL AID SECONDARY SYSTEM-STATE
FEDERAL AID SECONDARY SYSTEM-COUNTY
OTHER FEDERAL AID SECONDARY-LOCAL
TERMINATION OF FA SYSTEM
TERMINATION OF ROUTE
DIVIDED HIGHWAY
UNDIVIDED HIGHWAY-NO. OF LANES
STREET OPEN FOR TRAVEL
STREET DEDICATED BUT NOT OPEN
INTERSTATE NUMBERED ROUTE (FAI)
U.S. NUMBERED ROUTE
STATE NUMBERED ROUTE
POST OFFICE
SCHOOL
CITY CENTER
R.R. DEPOT
CITY LIMITS
PUBLIC BLDG.
CY CITY HALL
CT COURT HOUSE
A ARMORY
L LIBRARY
FLORENCE MUNICIPAL AIRPORT
AIRPORT RD.
COAST HWY.
FLORENCE - EUGENE HWY. NO. 62
SIUSLAW RIVER
NORTH FORK SIUSLAW RIVER
Munsel Creek
GLENADA
BOAT RAMP
101
36
N
N S

Siuslaw School District No. 97-J

Route 2, Box 4
Florence, Oregon 97439
Phone 997-2651

Edward M. Buck, Superintendent
Bonnie J. Wharfield, Clerk

January 27, 1969

In recent years Siuslaw School District 97J has purchased some 106 acres of land immediately north of Florence and west of Highway #101. As the school district purchased the property, it was annexed to the City. In general, the property lies from about 21st Street extended to about 33rd Street extended, and the eastern property line parallels the highway but is 2 blocks west of the highway. (sketch included)

At the present time Rhododendron Elementary School (with an entrance on 22nd Street) is located on this property at the south end. A new high school is being built at the north end of the property (with an entrance on 30th Street) which will be ready for occupancy in November of 1969.

The present thinking of the Board of Education is that in the future, as older school buildings in the downtown area are phased out, additions and new buildings will be included in the 106 acres at the north end of town. Eventually, all school buildings will be in this area.

Some 20 acres at the north end of the 106 acres is being set aside by the city and by the school district for use by Lane Community College of Eugene should this institution in the next few years choose to put some type of marine facility here.

A separate projection is included based on present car volume at the high school. With the completion of the new high school scheduled for this coming November, traffic in the north end of town along the highway will take on a completely new complexion. At times during the day and at night, school traffic alone will be quite heavy and our school bus traffic in particular will create some entirely new situations.

With the increase in traffic because of the new high school, and with the continual increase of tourist travel, we hope that the Highway Department will look with favor on the improvements for #101 north of Florence.

Edward M Buck
Edward M. Buck, Superintendent

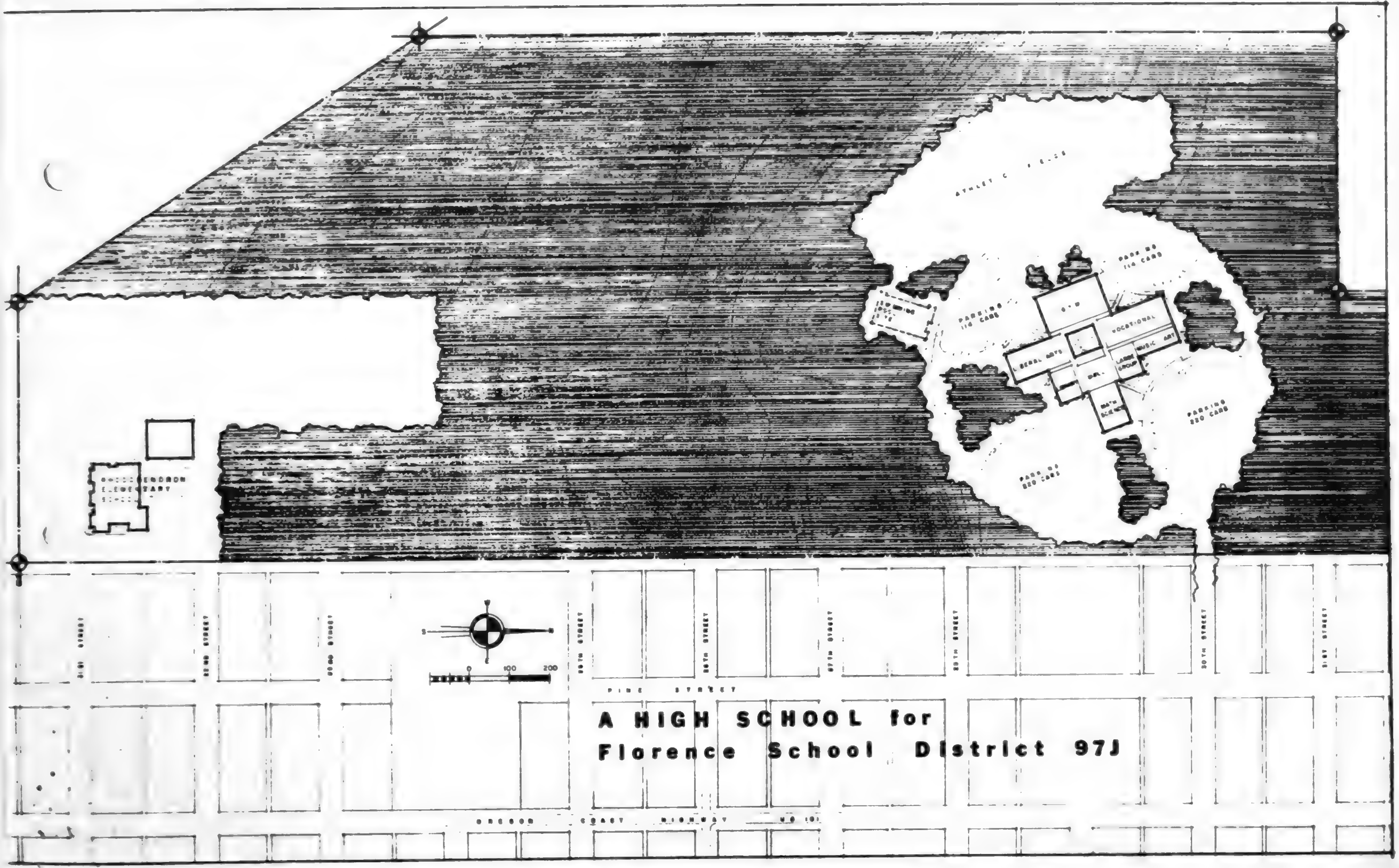
Siuslaw High School
Florence, Oregon

January 27, 1969

TRAFFIC VOLUME PROJECTIONS

Listed below are projected traffic volume figures based on the present traffic volume of this school year (1968-69).

Catagories	Projected Traffic Volume at the New High School (No. of vehicles)
Student Cars	125
Staff Cars	40
Daily School Visitors (Business)	30-40
School Buses (Plus extra trips moving students within the district)	16
Private vehicles (Parents bringing &picking up students before, during, & after school)	50
Evening Events (Athletic events, plays, concerts, etc.)	300



A HIGH SCHOOL for
Florence School District 97J

RECEIVED
SEP 27 1968

FOR FILING

20-1147
7321

September 27, 1968

The Honorable Keith D. Skelton
State Representative
319 S. E. Gilham
Portland, Oregon 97215

Dear Mr. Skelton:

Your September 23 letter addressed to Glenn L. Jackson was referred to this office for reply.

If your people in Florence wish to discuss their problem with the Highway Commission, we will be glad to reserve a time at a regularly scheduled meeting. Unfortunately, the next one will be October 1, which will not allow enough time to make arrangements. The following meeting is tentatively scheduled for November 12 and if this is satisfactory, please let me know.

If the group would care to discuss the problem with the Highway Department staff, our people are always available on short notice for a meeting either in Salem or Florence.

My only knowledge of this situation is a rather brief letter received some time ago from the Lane County Chamber of Commerce stating that it supported improvement of US101 in the Florence area. The Department recognizes that US101 needs improvement in many areas and the Commission faces a complex undertaking in assigning priorities to urgently needed projects.

If we have a problem concerning unsatisfactory contacts with the Department, it probably comes about through ineffective communication. It is not a desire on my part or of the staff to withhold information or to refuse anyone the opportunity to discuss a highway matter.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
C. T. Keasey
Ralph Sipprell
RLP:ms fn

HOME ADDRESS
KEITH D. SKELTON
[redacted]

1859

STATE OF OREGON
HOUSE OF REPRESENTATIVES
SALEM

COMMITTEES
CHAIRMAN: SPECIAL COMMITTEE ON CONSTITUTIONAL REVISION
MEMBER: JUDICIARY
LABOR AND MANAGEMENT
FINANCIAL AFFAIRS

319 SE Gilham
Ptld 97215

September 23, 1968

Mr. Glen Jackson, Chairman
Oregon State Highway Commission
State Highway Building
Salem, Oregon

Dear Mr. Jackson:

Some of my constituents in Florence, Oregon have asked me to intercede in their behalf.

They have a highway problem on the north side of Florence, Oregon, involving the highway and the new high school.

It's my understanding that the traffic to the new high school, on the two lane road, has developed into a very serious traffic problem and safety problem which was unanticipated at the time the school was designed and built. They've been trying to obtain a satisfactory conference with responsible officials of the Highway Commission to see whether or not your Commission could give them some assistance in constructing a four lane highway as far as the school, to relieve the traffic congestion.

Porter

They tell me, however, that their contacts with the Highway Commission have not been satisfactory and they would like to make arrangements for a conference between members of the Commission and interested persons from the Florence community as well as the Commissioners of Lane County.

Though I no longer reside in Lane County, I represent that county and these people are my constituents. Would you do what you can to assist me in setting up such a meeting, to be held in Salem at a time which is mutually convenient for all concerned.

Sincerely yours,

KEITH D. SKELTON

KDS:glw
cc: Johan Mahlum
Lane County Board of Commissioners

RECEIVED
SEP 24 1968
OFFICE OF
STATE HIGHWAY ENGINEER

Section: Sutton Lake-Florence (22nd Ave-Pacific Ave) Highway: Oregon Coast

Division: 2 County: Lane City: ______ FA# ______ State # ______

Beginning: 22nd Avenue in Florence M.P. 189.43, 1967 ADT 4900

Ending: Pacific Ave, (Jct Florence-Eugene Hwy) M.P. 190.29, 1967 ADT 7000

Length: 0.863 Mi Area Type: Urban: × Rural: ______ City Street: ______

Proposal and Criteria for Construction: Proposed 4 lane curbed facility overlaying Existing Pvmt with 2" of A.C. widen on each side of Existing pvmt. 4" Plant Mix Stone Base, 3" Plant Mix B.t. Base, 3½" A.C. wearing Surface 4-12' lanes, 4' median, 10' Shoulder or Parking Area.

Program Data

Estimate:

Grading and Surfacing	261,233^{10}	
Additional Items	16,500^{00}	
20 % E and C	55,546^{62}	
Structures	0	
Construction Cost		333,279^{22}
Right of Way	42,000	
Total Estimated Cost		375,279^{22}

Remarks: Basic field quantities were use with corrected quantities for change in base design and some Additional earthwork. Project Cost was updated using current Prices.

Source of Estimate: Preliminary Design using Field data Date: Dec 1968

OREGON STATE HIGHWAY DEPARTMENT
QUANTITY SUMMARY & COST ESTIMATE

Sheet ____ of ____ Sheets

Section Sutton Lake - Florence Unit 22nd Ave - Pacific Ave
hway Oregon Coast Hwy County Lane Prefix 20-1401
ength 0.863 Designer ____ Draftsman M. Smith Date Nov 1968
Signed ____ Title ____

Grading & Drainage		$ 95,441.85
Surfacing		$ 165,791.25
Extra Work		
Flagging	$ 1500.00	
Traffic Signals	15,000.00	
Total Extra Work		$ 16,500.00
TOTAL		$ 277,733.10
+ 20% Engineering and Contingencies		$ 55,546.62
		333,279.72
Structures		
	$	
Total Structures		$ —0—
Right of Way		$ 42,000
Total Estimated Cost		$ 375,280

OREGON STATE HIGHWAY DEPARTMENT
QUANTITY SUMMARY & COST ESTIMATE Sheet ____ of ____ Sheets

Sutton Lake - Florence Unit 22nd Ave - Pacific Ave
Oregon Coast Hwy County Lane Prefix [illegible]0-1401
Designer ____ Draftsman ____ Date Nov 1968

Grading and Surfacing Items

Item	Unit	Net	10% Allow	Gross	Price	Amount
Borrow Excavation	Cu Yd	1545	155	1700	1.65	2805.00
General Exc.	Cu. Yd.	4718	472	5190	1.50	7785.00
Trench Exc.	Cu. Yd	2199	221	2420	3.00	7260.00
Finish Roadbed & Slopes	Mile	0.863	—	0.863	1200.	1035.60
Watering	M-Gal	200	20	220	3.00	660.00
Plant Mix Stone Base	Ton	6,024	601	6,625	3.85	25,506.25
Plant Mix Bit Base	Ton	4,741	474	5,215	9.00	46,935 -
Class 'B' Asph. Conc.	Ton	9,135	915	10,050	9.25	92,962.50
8" Sewer Pipe	Lin. Ft.	177	18	195	2.50	487.50
12" Sewer Pipe	Lin. Ft.	60	5	65	3.75	243.75
15" Sewer Pipe	Lin Ft	250	25	275	5.00	1375.00
18" Sewer Pipe	Lin Ft.	500	50	550	6.00	3300.00
21" Sewer Pipe	Lin Ft.	1,000	100	1,100	7.00	7700.00
24" Sewer Pipe	Lin Ft.	1,500	150	1,650	8.50	14,025.00
27" Sewer Pipe	Lin. Ft.	1,000	100	1,100	9.50	10,450.00
30" Sewer Pipe	Lin Ft.	569	61	630	11.00	6930.00
36" Sewer Pipe	Lin Ft.	9	1	10	12.50	125.00
Concrete Inlet 'D' Mod	Each	3	1	4	[illegible]	520.00
Concrete Inlet GB-1	Each	31	4	35	[illegible]	455.00
Concrete Curb & Gutter	Cu Yd	323	32	355		17,750.00
Manhole Type 'B'	Each	13	2	15	[illegible]	5250.00
Concrete Driveways	Sq. Yd.	527	53	580	[illegible]	3190.00
Guide Posts V1-1	Each	32	3	35	[illegible]	297.50
Mail Box Posts	[illegible]	5	1	6	[illegible]	[illegible]

Total [illegible] 33.10

S-571(1) S. Yamhill River (Grand Ronde) 1969
Bridge on FAS-915 at Grand Ronde.
#7322

C&A 3826

27

OREGON STATE HIGHWAY DEPARTMENT

FORM A-150 (3-64)

HIGHWAY DEPARTMENT INVOICE

NO. 106084

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
6-7-71	CC [illegible]		[illegible]

Contract 7322
S-571(1)

Polk County
Board of Commissioners
Courthouse
Dallas, Oregon 97338

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT
SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Attention: [illegible] Walker, Engineer			
Final Billing: S. Yamhill River (Grand Ronde) Bridge, FAS 915. Covered by agreement dated April [illegible], 1969.			
County advance deposit		23,[illegible]	
Amount previously transferred		12,000.00	
			11,[illegible].00
County's share of construction costs		14,1[illegible].53	
Amount previously transferred		11,[illegible].00	
			3,1[illegible].53
Total refunded			[illegible],[illegible]11.47

ACKNOWLEDGMENT OF BILLING REQUEST

By

RECEIVED
COUNTY & CITY SECTION
JUN 8 - 1971
☑ ENGR. ☑ [illegible] ☑ [illegible]
☑ UPE ☑ [illegible] ☐ [illegible]

1859

STATE OF OREGON
DEPARTMENT OF STATE
SALEM 97310

CLAY MYERS
SECRETARY OF STATE

GEORGE H. BELL
JACK F. THOMPSON
ASSISTANTS

January 20, 1971

Polk County
County Courthouse
Dallas, Oregon

Gentlemen:

In accordance with the provisions of ORS 297.210, a routine audit is being conducted of the fiscal affairs of the Oregon State Highway Division. Information is desired applicable to advance deposits.

The records of the Oregon State Highway Division show that you had on deposit with them at June 30, 1970, $ 11,000.00 representing advance deposits for the purpose of FAS 915.

It will be appreciated if you will supply the information as requested below. A stamped envelope is included for your convenience.

Very truly yours,

D. F. DeCew

D. F. DeCew, Supervisor
Division of Audits

:mg

The above figure (is) (is not) in agreement with our records as of June 30, 1970.

Remarks ____

Date: ________________ Signature ____________________

Dear Mr Walker,
The following computations (as Dec 31, 1970) show that Polk County will be reimbursed $8,811.47. I know you realize this could change by final billing.

Total cost of Project	77,746.01
Federal Participation	49,368.95
	28,377.06
State and County equally share remainder	
County share then is	14,188.53
County advance deposit	$23,000
Less county share of const.	14,188.53
Am't due county as of Dec 31, 1970	8,811.47

2/5/71
by
Harold [illegible]

```
                                                                                    DECEMBER 1970        PAGE  36
08 COST SUMMARY
                                                                                         FISCAL          GRAND TOTAL     AC
JOB OR DEPARTMENT        PREFIX          FUNCTION     CURRENT MONTH              YEAR TO DATE         TO DATE       BE

                     526   1086          915      00                                 107.04CR                            6
                                      ** JOB TOTALS **                **           2,847.23  **      477,545.10  **

                                                                                                                      STAT
/ BR-GRANDE RONDE CONT NO 7322 * FA PROJ NOS S   571001 100
                     527   1077          201      00 P                                729.30           68,873.80       7
                     527   1077          204      00                                3,574.90                           7
                     527   1077          290      02 P credit for materials           165.55                           7
                     527   1077          290      02                                  165.55CR            165.55CR     7
                     527   1077          296      00                                1,454.90CR         61,368.95CR
                     527   1077          297      00                                                   12,000.00
                     527   1077          298      00                                1,454.90           49,368.95     7
                     527   1077          900      00 P                                606.24            8,622.84
                     527   1077          900      00                                   16.13              214.13
                     527   1077          950      00 P                                                    200.79     7
                                      ** JOB TOTALS **                **           4,926.57  **       77,746.01  **

                                                                                                                      STAT
                  CONT NO 0000 * FA PROJ NOS S   561001 100
                     528   1050          296      00                                                    4,027.14CR   7
                     528   1050          297      00                                                    4,027.14     7
                                      ** JOB TOTALS **                **                     **                  **

                                                                                                                      STAT
-SAND LAKE        CONT NO 7044    FA PROJ NOS S   432005 100
                     529   1086          201      00 P                                                247,106.94     5
                     529   1086          201      00                                                    4,347.33     6
                     529   1086          203      00 P                                                 13,100.00CR   6
                     529   1086          204      00                                                   12,255.43CR   6
                     529   1086          224      00 P                                                      4.20CR   6
                     529   1086          224      01 P                                                      4.20     6
                     529   1086          224      01                                                    8,211.41     6
                     529   1086          238      01                                                    1,811.07
                     529   1086          244      01                                                      126.50     6
                     529   1086          296      00                                  121.59CR        231,430.54CR   6
                     529   1086          297      00                                                   50,000.00     6
                     529   1086          298      00                                  121.59          181,430.54     6
                     529   1086          900      00 P            96.93               96.93           51,586.19     6
                     529   1086          900      00                                    3.11            1,254.91     6
                     529   1086          950      00 P                                                    221.18     6
```

RECEIVED
DEC 18 1970
FOR FILING

12-21

STATE COPY

FORM PR-33C
(REV. 3-68)

[illegible] (A.E. Johnson)

Wash DC

12-1-70

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

FINAL INSPECTION AND ACCEPTANCE OF FEDERAL-AID PROJECT CONSTRUCTED UNDER 1954 SECONDARY ROAD PLAN

(PPMs 20-5 and 20-6.1)

S-571(1)

7322

INSTRUCTIONS - Submit original and 3 copies to the Public Roads Division Office

NOTICE OF COMPLETION AND ACCEPTANCE BY STATE HIGHWAY DEPARTMENT	STATE Oregon	REGION NO. 8
SIGNATURE F. B. Hogan	COUNTY Polk	
TITLE Construction Engineer	PROJECT NO. S-571(1)	
BUREAU OF PUBLIC ROADS INSPECTION MADE BY L. J. Valdez, Hwy Engr Trainee L. P. Renz, Area Engineer	DATE OF INSPECTION Contract Work, 6-3-70 Associated Approach Work 11-24-70	
IN COMPANY WITH G. W. Wimer, Asst Div Engr; and Walt Sandquist, Proj Engr, OSHD		
CONTRACTOR'S NAME John B. Gilliland	CONTRACT AMOUNT $71,498.00	

DESCRIPTION OF IMPROVEMENT AS PROGRAMED	IMPROVEMENT AS CONSTRUCTED				
	ROADBED (Width _______ feet)			STRUCTURES OVER 20-FOOT SPAN	
	TYPE CODE NUMBER	NET LENGTH (Miles)	BASE SURFACING WIDTH (Feet)	TYPE CODE NUMBER	NET LENGTH (Miles)
Construct one RCDG Prestressed Bridge Length 160; H.C. 32' on new alinement. (County will construct approaches)					

RECEIVED
DEC 1970
OREGON DIVISION

NOTED
A. E. JOHNSON

RECEIVED
DEC 10 1970
OFFICE OF
STATE HIGHWAY ENGINEER

REMARKS: *The project has been completed in apparent conformity with the state standards and procedures approved in accordance with the 1954 secondary road plan.*

SOUTH YAMHILL RIVER (GRANDE RONDE) BRIDGE

Construction on this project was completed on May 25, 1970. Lineal measurements indicated reasonably close conformity to the plans.

The final cost of the project was $68,873.80.

The only substantial quantity variation was in the structural excavation, which had a 41% underrun in quantities. This was due to the fills at the bridge ends being constructed by the County rather than prior to construction of the bridge as originally specified. This also resulted in a 4% reduction in the final cost of the project.

The State's material certificate was received August 5, 1970 and is filed in the Division office.

12-11-70
copy to
Morgan

12-17
cy to Merchant

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY BUREAU OF PUBLIC ROADS	
SIGNATURE Lyle Renz Lyle Renz		SIGNATURE G. L. Green For R. E. Simpson	
TITLE Area Engineer	DATE 12-1-70	TITLE Division Engineer	DATE 12-1-70

PREVIOUS EDITIONS MAY BE USED UNTIL SUPPLY IS EXHAUSTED

NOTED
[illegible]

SEP 11 1970

FOR FILING

S-571(1)

7311

Form FHWA-121 (12-67)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

DATE: September 1, 1970

In reply refer to: 08-35-DA

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project S-571(1)
South Yamhill River (Grand Ronde) Bridge
Final Project Acceptance

Johnson
Pls. Police
this up

Reference is made to Mr. F. D. Morgan's August 5 letter requesting final acceptance of the subject project.

During a recent inspection of the subject project area, the bridge approaches had not, as yet, been paved and lacked safety guardrail. The signing, delineation, and pavement markings were also not in accordance with accepted secondary road standards.

Although the contract was accepted at the time of completion, final acceptance of the project will be withheld until such time that the roadway and bridge approaches are in accordance with the approved secondary road standards.

9-10-70
Orig. to Morgan
with note: "Please have
policed up - if necessary, contact
maintenance". G.E.J.

NOTED
TOM EDWARDS

RECEIVED
SEP 2 1970
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
A. E. JOHNSON

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVIN

RECEIVED
JUL 3 - 1970

FOR FILING

5-571(1)
7322

July 2, 1970

United Pacific Insurance Co.
Fidelity & Surety Department
P. O. Box 1216
Tacoma, Washington 98401

Gentlemen:

Contract No. 7322 awarded to John B. Gilliland Construction Company for a structure on the South Yamhill River (Grand Ronde) Bridge Section of FAS 915 in Polk County was completed on May 25, 1970, and accepted by the Highway Commission on July 1, 1970.

Final payment in the amount of $4,304.20 will be released to the contractor after July 9, 1970. The total contract amount is $68,873.80 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

aj

cc John B. Gilliland Constr. Co.
P. O. Box 65
Dexter, Oregon 97431

bc Frank Morgan
Ivan Merchant
V. E. Skoog
Attn: John Herr
R. D. Asburry

RECEIVED
JUL 2 - 1970
FOR FILING

S-571(1)

7322

July 1, 1970

Oregon State Highway Commission

Gentlemen:

Work was completed May 25, 1970, on Contract No. 7322. The contract was with John B. Gilliland Construction Company and was for a structure on the South Yamhill River (Grand Ronde) Bridge Section of FAS 915 in Polk County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective July 1, 1970, and that you concur in this procedure at the Commission meeting on July 7.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

R. L. Porter
State Highway Engineer

cc Floyd Query
Tom Edwards
F. B. Klaboe
A. E. Johnson
Victor D. Wolfe
V. E. Skoog
I. D. Merchant
F. D. Morgan
L. E. Young
R. D. Asburry

srb fn

RECEIVED
JUN 23 1970
FOR FILING

S-571(1)
7322

COUNTY ENGINEER
POLK COUNTY, OREGON

P. O. BOX 12
DALLAS, OREGON 97338
OFFICE — WEST ASH ST.

PHONE
623-8171
EXT. 47

June 10, 1970

Oregon State Highway Department
Salem, Oregon

Att: Mr. Walt Sangred, Res. Brdg. Eng.

Gentlemen:

Inspection was made by County Engineer J. D. Walker of recently completed structure over South Yamhill river in Polk County, FAS 915, contract No. 7322.

The structure appears to be satisfactory and we hereby recommend acceptance and release of contracts.

Very truly yours,

Polk County Board of Commissioners

H B Hildebrand
H. B. Hildebrand, Chairman

Clinton D Forbes
Clinton D. Forbes, Commissioner

Clifford R Jones
Clifford Jones, Commissioner

cc: BPR
Bridge Dept.
Secretary
County & City Dept.
Division office

OREGON STATE HIGHWAY DEPARTMENT
PROJECT INSPECTION AND DIVISION INSPECTION REPORT

Project Name South Yamhill River (Grand Ronde) Bridge . Contract No. 7322

Highway FAS 915 6-5-70 Prefix No. 527-1077

County Polk F.A. No. S-571(1)

Final inspection made on May 21, 1970 By Gerald Wimer

in company with Al Rear, Walt Sandquist, D. J. Walker, John Gorman and Mike Arthur.

Also inspected with Lyle Renz June 3.

CHECK LIST

Date

May 22, 1970 Construction signs removed

Was none Salem office notified to rescind construction speed zone.

May 25, 1970 Contractor removed equipment from project.

May 25, 1970 Roadside cleanup completed.

Available May 25, 1970 (County grading remains) Opened to traffic.

With semi-final Division materials certification submitted.

REMARKS: (Appearance and riding quality of job, general quality of workmanship, etc.)

Concrete finishing isn't of the best quality and appearance but is acceptable to County. Their letter of acceptance will follow. They plan immediate placement of approach fills, rip-rap and channel improvement.

RECEIVED
JUN 5 - 1970
ENGINEER
COUNTY & CITY DIVISION

NOTED
H. S. COX

All contract work on this project has been completed and recommendation is made for acceptance on May 25, 1970. The semi-final estimate will be submitted about June 15, 1970.

NOTED
MAINOR C. HOLMES

cc: Construction Engineer - F. D. Morgan
Division Engineer - R. D. Asburry
~~Maintenance Engineer - E. S. Hunter~~
Bridge Engineer - Ivan D. Merchant
Traffic Engineer - F. B. Crandall
County-City Engineer - H. S. Cox ✓
Resident Engineer - Walt Sandquist
District ~~Maintenance~~ Engr. Supt. - Floyd Lacey

Copies sent to all named__________.

NOTED
RICHARD A. UNREIN

NOTED
R. H. PRANGE

Noted
Oscar H. Norberg

(signed) B

Asst. Div. Engr.
(title)

NOTED
DON HARWELL

1f

RECEIVED
MAY 11 1970
FOR FILING

5-571(1)
7322

May 11, 1970

3378

Mr. Robert L. Stanfill
Executive Secretary
Oregon State Building and
Construction Trades Council
201 S. W. Arthur Street
Portland, Oregon 97201

Dear Mr. Stanfill:

Reference is made to your inquiry of May 6 regarding wages being paid by John B. Gilliland Construction Company on the South Yamhill River Bridge contract at Grand Ronde.

A check of the certified payrolls on file in our Construction Division indicates that Mr. Gilliland is paying at or above (including fringe benefits) the wages established for this contract by the U. S. Department of Labor.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe - K3378
F. D. Morgan
R. D. Asburry - Enc.

EAP:fr srb

Oregon State

Building and Construction Trades Council

PORTLAND LABOR CENTER
PHONE 224-1828
201 S.W. ARTHUR STREET, PORTLAND, OREGON 97201

AFFILIATED WITH BUILDING TRADES DEPARTMENT
AFL-CIO

May 6, 1970

Oregon State Hiway Commission
Hiway Department Building
Salem, Oregon

Attention: Mr. Shaw

Dear Sir:

It would be appreciated if you will check the following job being done for the State Hiway Department to determine whether minimum prevailing wages as established by ORS Chapter 369 is being paid.

Job No. FAP S-571 (1)
Polk County, South Yamhill River Bridge at Grande Rounde
John B. Gilliland Constr. Company, Dexter, Oregon
(Bid price $71,498.00)

Very truly yours,

Robt. L. Stanfill
Robert L. Stanfill
Executive Secretary

RLS/bh

Routing
Morgan
Decker
Bond
Walker
[illegible]
Johnsen

Pease
Swan
[illegible]
Litchfield
Gallagher
[illegible]

RECEIVED
MAY 7 1970
CONSTRUCTION DIVISION

RECEIVED
MAY 7 1970
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 14 1970

FOR FILING

S-571(1)

7322

January 13, 1970

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon 97301

Contract 7322
Prefix 527-1077
FAP S-571(1)

Dear Sir:

The work under Contract No. 7322, South Yamhill River (Grand Ronde) Bridge Section of FAS 915 in Polk County, was started on January 5, 1970.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F D Morgan

F. D. Morgan
Construction Engineer

VG:fw

STATE COPY

For pproved; Budget Bureau No. 04-R2089.1

MONTHLY TRANSACTION NO. 12-26	FORM PR-2 (REV. 5-69) U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION BUREAU OF PUBLIC ROADS	ATE Oregon
PROJECT REPORT NO. 3	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)* 12-11-69	COUNTY Polk
		PROJECT NO. S-571(1)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

S. Yamhill River (Grande Ronde) Bridge Section (FAS 915)

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		▨
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		▨
CONSTRUCTION	10-21-69	0.030
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 78,647	Pro rata 63.54 percent $ 49,900.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Department)

By /s/ F. B. Klaboe
Assistant State Highway Engineer
(Title)

By __________
(Title)

By __________
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
Federal Highway Administration
Bureau of Public Roads

By /s/ [illegible]
(Division Engineer)

For: R. E. Simpson

Date executed by Division Engineer DEC 11 1969

EXISTING STOCKS OF PR-2 (REV. 3-66) WILL BE USED

Oregon State Highway Division

Federal Aid
Project No. S-571(1)

S. YAMHILL RIVER (GRAND RONDE) BRIDGE SECTION

FAS 915 IN POLK COUNTY

Project agreement estimate.

Salem, Oregon, November 21, 1969

Type Code X081
Bridge #10003 A (Sta. 36+50 to Sta. 38+10)(Contract No. 7322)

Shoring, Cribbing, Etc.	All Required		$ 3,000.00
Structural Excavation	440 cu. yds.	10.00	4,400.00
Structural Excavation Below Elevation Shown	40 cu. yds.	20.00	800.00
Furnish 10 BP 42 Steel Piling	200 lin. ft.	5.50	1,100.00
Drive Steel Pile	8 only	125.00	1,000.00
Splice Steel Piles	2 only	10.00	20.00
Class "A" Concrete (335 cu. yd.)	All Required		30,150.00
45'/50' Type 3 Prestressed Beams	8 only	1,100.00	8,800.00
65'/70' Type 3 Prestressed Beams	4 only	1,500.00	6,000.00
Reinforcement (61,400 lbs.)	All Required		8,596.00
Three Tube Metal Railing	318 lin. ft.	24.00	7,632.00
	Subtotal		$71,498.00
	10% Engr. & Cont.		7,149.00
	Total		$78,647.00

Length of Project - - 0.030 mile

Federal Funds	$49,900.00
State Funds	14,373.50
County Funds	14,373.50
Total	$78,647.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

G-1 - 100%

Prefix 527-1077

RECEIVED
DEC 2 - 1969
[illegible]

S-571(1)
7322

December 2, 1969

John B. Gilliland Constr. Co.
P. O. Box 65
Dexter, Oregon 97431

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract No. 7322 for construction on
the South Yamhill River (Grand Ronde)
Bridge Section of FAS 915 in Polk County.

On Items Nos. 7 and 10 we call to your attention that the proposal required a lump sum for each of them. In your bidding proposal, you showed the unit item of $90.00 for Item 7 and $0.14 for Item 10. The total amounts, however, are correct and are shown in the contract.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

sr
Enclosure

cc: United Pacific Insurance Company, Portland and Tacoma
D. J. Barbee
F. D. Morgan
I. D. Merchant
R. D. Asburry
Walter Sandquist

Fran - Carol

FORM 2-30 50M 10-68

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 14, 1969

SUBJECT:

To:

MEMORANDUM TO THE FILES

South Yamhill River (Grand
Ronde) Bridge Section
FAS 915
Polk County

This date, it came to our attention that there was a slight irregularity in Items 7 and 10 of the proposal for the subject project as submitted by John B. Gilliland Construction Co.. Both items called for lump sum bids, which were shown; however, the bidder also included unit bids for these two items.

I discussed the situation with Mr. George Rohde, Chief Counsel. He was of the opinion that inasmuch as the lump sum bid was stated as required that the unit bid was only an irregularity and was therefore not meaningful.

Mr. Rohde agreed that when the contract is assembled for submission to the contractor for signature, it should be made up in the proper form. A letter should accompany the contract, explaining to the contractor that this irregularity had been corrected.

The contractor signing the contract will be an acknowledgment of the bid properly made.

L. H. Young
L. H. Young
Program and Planning Engineer

LHY:ia

cc: R. L. Porter
F. B. Klaboe
Floyd Query
George Rohde
Vince Gallagher

Cc ✓

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

OREGON STATE
HIGHWAY DEPARTMENT
FORM A-130 (3-64)

HIGHWAY DEPARTMENT INVOICE

NO. 100496

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
11-20-69	1201		527-1077-997

NOTED
H. S. COX

RECEIVED
NOV 20 1969
ENGINEER
COUNTY & CITY DIVISION

Polk County
Polk County Board of Commissioners
Courthouse
Dallas, Oregon 97338

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT
SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Attention: D. J. Walker, County Engineer			
Advanse Deposit			23,000.00
Partial transfer of ~~the advance~~ deposit for the South Yamhill River (Grand Ronde) Bridge, FAS 915, covered by agreement dated April 22, 1969.			12,000.00
To be retained			12,000.00

ACKNOWLEDGMENT OF BILLING REQUEST
Cash Received with Request $________________
By____

NOTED
R. H. PRANGE

Noted
Oscar H. Norberg

NOTED
RICHARD UNREIN

NOTED
P. B. Arensmeier

NOTED
MAINOR C. HOLMES

NOTED
HAROLD REYNOLDSON

NOTED
DON HARWELL

NOTED
H. S. COX

November 17, 1969

Polk County Board of Commissioners
Courthouse
Dallas, Oregon 97338

Attention: Mr. J. D. Walker
County Engineer

Gentlemen:

On November 13, 1969, a satisfactory bid was received from the John B. Gilliland Construction Company, Dexter, Oregon, for the South Yamhill River (Grand Ronde) Bridge Section on FAS 915.

As per the agreement State and County, the following advance deposit is required from the County prior to awarding of a contract.

Bid Items	$71,498.00
14½ % Eng'r. & Contingencies	10,367.21
Estimated Total Cost	$81,865.21

County advance deposit should be:

20% of $81,865.21 = $16,373.04 OR $16,400.00

However, at an earlier date, this office received an amount of $23,000 from Polk County which was ear-marked for this project, and adequately covers the required amount of $16,400 necessary for the advance deposit. Upon completion of the project, Polk County will receive an adjustment of these funds.

Very truly yours,

H. S. Cox
County-City Engineer

By: Harold Reynoldson
Planning Engineer

HR:ljt

NOTED
HAROLD
REYNOLDSON

NOTED
P. B. [illegible]

NOTED
MAINOR C. HOLMES

NOTED
R. H. PRANGE

NOTED
RICHARD UNREIN

NOTED ✓
DON HARWELL

NOV 19 1969

S-571(1)

7322

November 19, 1969

John B. Gilliland
  Construction Co.
P. O. Box 65
Dexter, Oregon 97431

Gentlemen:

Enclosed are three copies of Contract No. 7322 for $71,498.00 awarded to you by the State Highway Commission on November 18, 1969. This contract is for construction of the South Yamhill River (Grand Ronde) Bridge on FAS 915 in Polk County.

Two of these copies should be signed on the contract and bond pages and returned to this office for completion. Please follow exactly the instructions given on the blue slip attached to the contract.

The third copy of the contract stamped "Advance Copy to be Retained by Contractor" is furnished for your information pending receipt of a fully executed copy.

The calendar day count on this contract will begin December 2, 1969.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cr
Enclosures

bc: F. D. Morgan
    D. J. Barbee
    I. D. Merchant
    William Geibel (SAIF)
    R. D. Asburry
    Walter Sandquist

* Trans. Nos. 10-33, 10-34

10-21-69

FORM PR-48
(REV. 7-67)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

TRANSMITTAL AND REQUEST FOR INITIAL PROGRAM APPROVAL OF PROJECTS

(PPM 21-1)

STATE HIGHWAY DEPARTMENT: Oregon

DATE: 10/21/69

BY (Signature): Mr. Young's September 23, 1969 letter

TITLE:

CLASS OF FEDERAL FUNDS: ☐ FAI ☐ FAP ☐ FAU ☒ FAS ☐ OTHERS

STAGE 1* ITEM NOS. ______ THRU ______

STAGE 2 ITEM NOS. 1013 THRU 1014

ITEM NO.	PROJECT NOS.	LENGTH (Miles)	TOTAL ESTIMATED COST	FEDERAL FUNDS	OTHER IDENTIFICATION AND/OR REMARKS (State): Location	Work
1013	SU-441(8)	0.55	$800,000	$255,000	Santa Clara Interchange (Belt Line Rd.)	Gr. - Dr. - H T Pave - Str.
1014	S-571(1)	0.03	90,000	57,100	South Yamhill River (Grande Ronde)	Str.

RECEIVED
OCT 22 1969
OFFICE OF
STATE HIGHWAY ENGINEER

REMARKS (Division)

On Item 1014 - S 571(1), South Yamhill River Section, the minor deviations in bridge width are approved as a Secondary Road Plan design exception.

You are authorized to proceed with actions necessary to advance to completion the physical construction provided for by the above projects in accordance with the provisions of your approved Secondary Road Plan. If you subsequently find that exceptions to the procedure will be needed or that your proposed design standards for these projects are lower than the minimum design standards as approved June 24, 1968, this office should be notified of such proposed exceptions and reasons thereof.

RECEIVED
OCT 24 1969

S-571(1)
1322

RECOMMENDED

DATE:

SIGNATURE AND TITLE:

APPROVED

DATE: 10/21/69

SIGNATURE AND TITLE: R. E. Simpson, Division Engineer

*Program approval and any authorization to proceed with a Stage 1 project shall not constitute any commitment of Federal funds nor shall it be construed as creating in any manner, any obligation on the part of the Federal Government to provide Federal funds for the undertaking.

GPO 927-934

OREGON STATE HIGHWAY DIVISION

10 - 20 - 69

Type "A"

Support Data

The proposed new bridge over the South Yamhill River on Agency Road (FAS 915) in Polk County, complies with the requirements of Bureau of Public Roads IM 21-12-67 as indicated by the following data.

A. A written agreement has been signed by all participating agencies.

B. The route upon which the improvement is located is on the Federal-Aid Highway System as FAS 915.

C. Improvement of the proposed project is compatible with anticipated land use activities. Attached is a map showing the future land use plan. A letter has been received from the Mid-Willamette Valley Council of Governments, the local review agency, indicating the above compatibility.

D. The design of the project is based on projected traffic estimates. Attached is a map showing 1990 average daily traffic.

E. There are no transit facilities in the area served by this project.

F. Access to and from the facility is such that efficient operation is assured.

G. If terminal facilities are needed to assure efficient operation of the project, they can be added without conflict with anticipated land uses.

Attachments

10/20/69

MID WILLAMETTE VALLEY
COUNCIL OF GOVERNMENTS
Room 19 / Marion County Courthouse, Salem, Oregon 97301 / Telephone AC 503/581-1574
W. J. KVARSTEN, A.I.P.
DIRECTOR

October 13, 1969

Mr. Forrest Cooper
State Highway Engineer
Highway Building
Salem, Oregon 97310

ATTENTION: Mr. Robert E. Royer

Dear Mr. Royer:

I am writing in response to your August 26, 1969, letter requesting a review of the proposed new bridge over the South Yamhill River on Agency Road (FAS 915) in Polk County. The review was conducted by the Council of Governments in conformance with Section 204 of the Demonstration Cities and Metropolitan Development Act. At its September 17, 1969, meeting the Council endorsed the project.

The Council further suggests, as shown in the attached COG action and information report, that Polk County: (a) consider widening the approaches to the bridge to accomodate two 12' travel lanes with 4' shoulders and, (b) consider reducing the curve to the north of the subject project area.

Attached are maps indicating anticipated future land uses adjacent to the proposed facility.

The Council appreciates the opportunity to make this review. If there are questions regarding the Council action, please let me know.

Very truly yours,

W. J. Kvarsten, Director
Council of Governments

DD/pf

Enclosures

cc: Mr. Clinton Forbes
Mr. Doug Walker
Mr. John Hossick

MEMBER AGENCIES:

STATE OF OREGON • MARION COUNTY • POLK COUNTY • YAMHILL COUNTY • CITY OF SALEM • CITY OF DALLAS
CITY OF WOODBURN • CITY OF SILVERTON • CITY OF McMINNVILLE • CITY OF INDEPENDENCE
SCHOOL DISTRICT 24J • MARION COUNTY FIRE DISTRICT NO. 1

COMPREHENSIVE PLANNING COMMITTEE
MID WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS
September 11, 1969

SUBJECT: Proposed construction of a new bridge by the Oregon State Highway Department on Agency Road (FAS 915) over the South Yamhill River in Polk County, (see attached letter, map and project description).

REASON SUBJECT IS BEFORE COG: Section 204 of the Demonstration Cities and Metropolitan Development Act requires that applications for certain federal assistance be submitted to COG for review.

POSSIBLE ACTION BY COG: Review and endorse (wholly or conditionally), or deny.

PRESENTATION OF FACTS:

1. The proposed bridge is located on Agency Road (FAS 915) which connects State Highways 18 and 22 at Grande Ronde.
2. The Preliminary Comprehensive Plan for Polk County designates this road as an arterial.[1]
3. Minimum standards for an arterial specifies two 12' travel lanes to accommodate 5,000 - 6,000 vehicles per day (ADT).
4. The OSHD estimates the 1990 ADT to be 1,565; the improvement proposed is for a 32' clear roadway. (We assume this is to be a 32' wide travel way on the bridge.)
5. The County plans to reconstruct the approaches to provide a 20' oil mat wearing surface with 4' gravel shoulders.
6. There has been little or no growth at Grande Ronde during the past decade, this trend is expected to continue.

RECOMMENDED ACTION: Staff recommends approval of the bridge replacement as proposed and suggests that Polk County consider widening the approaches to the bridge to accommodate two 12' travel lanes with 4' shoulders. Consideration might also be given to improving the curve north of the project area.

---

[1] Mid Willamette Valley Planning Council, A Preliminary Comprehensive Plan for Polk County, (Salem, 1964), p. 46a.

ACTION BY CPC: Approved September 16, 1969.

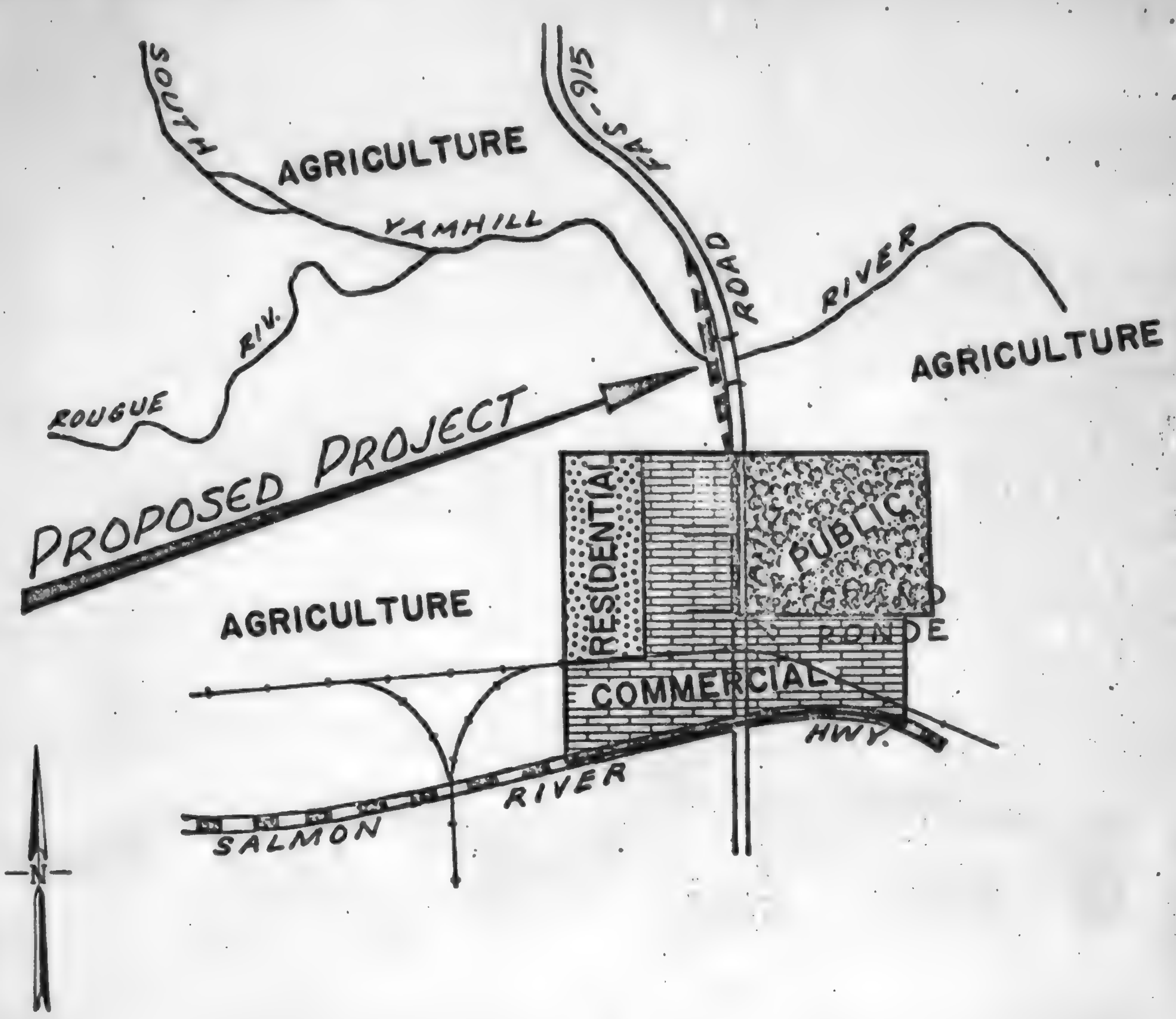
R. David MacDonald, Secretary
Comprehensive Planning Committee

RDM/ca

ACTION BY COG: Approved September 17, 1969.

36.

W. J. Kvarsten, Director
Council of Governments



FUTURE LAND USE*

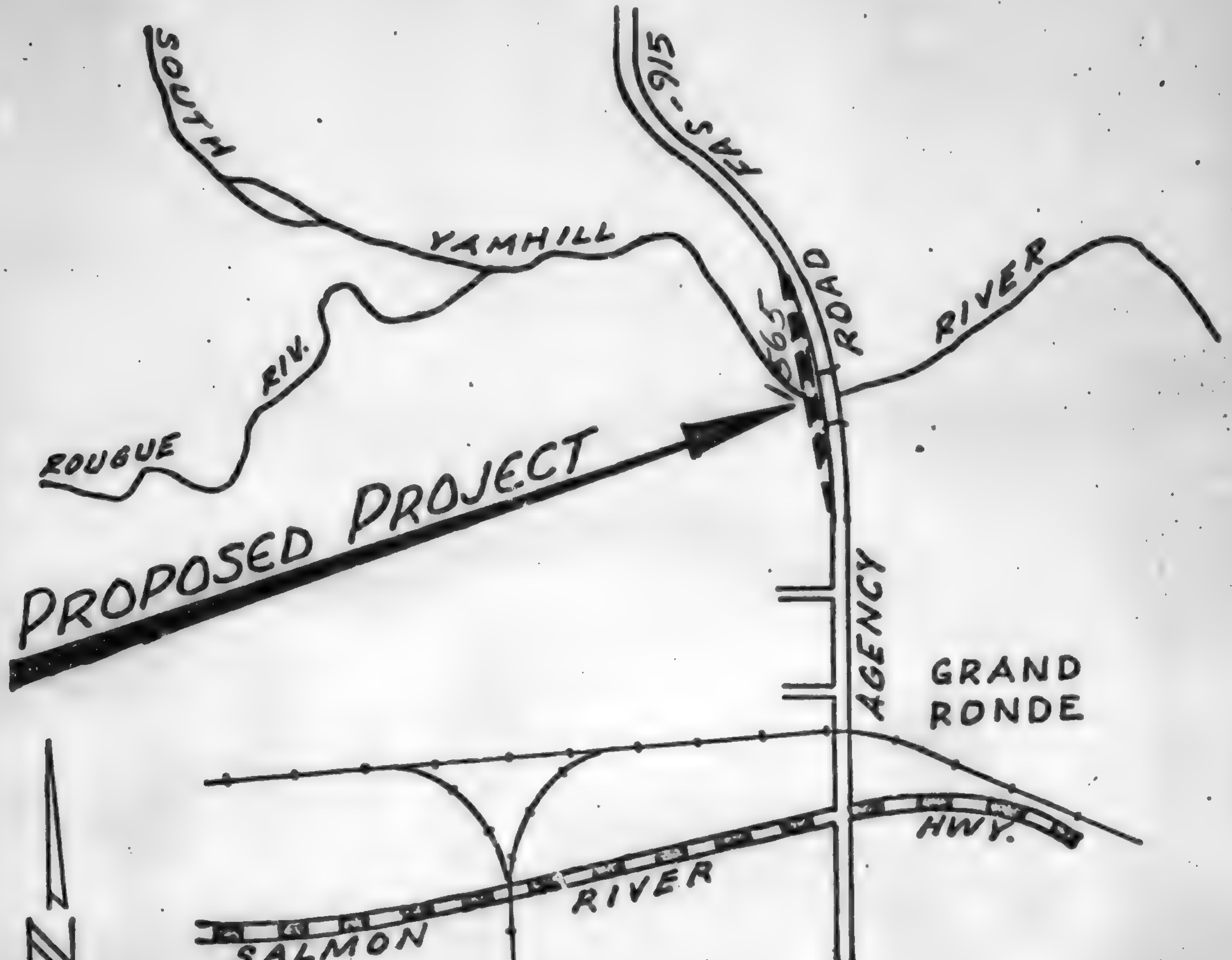
So. YAMHILL RIVER BRIDGE

AGENCY ROAD

POLK COUNTY

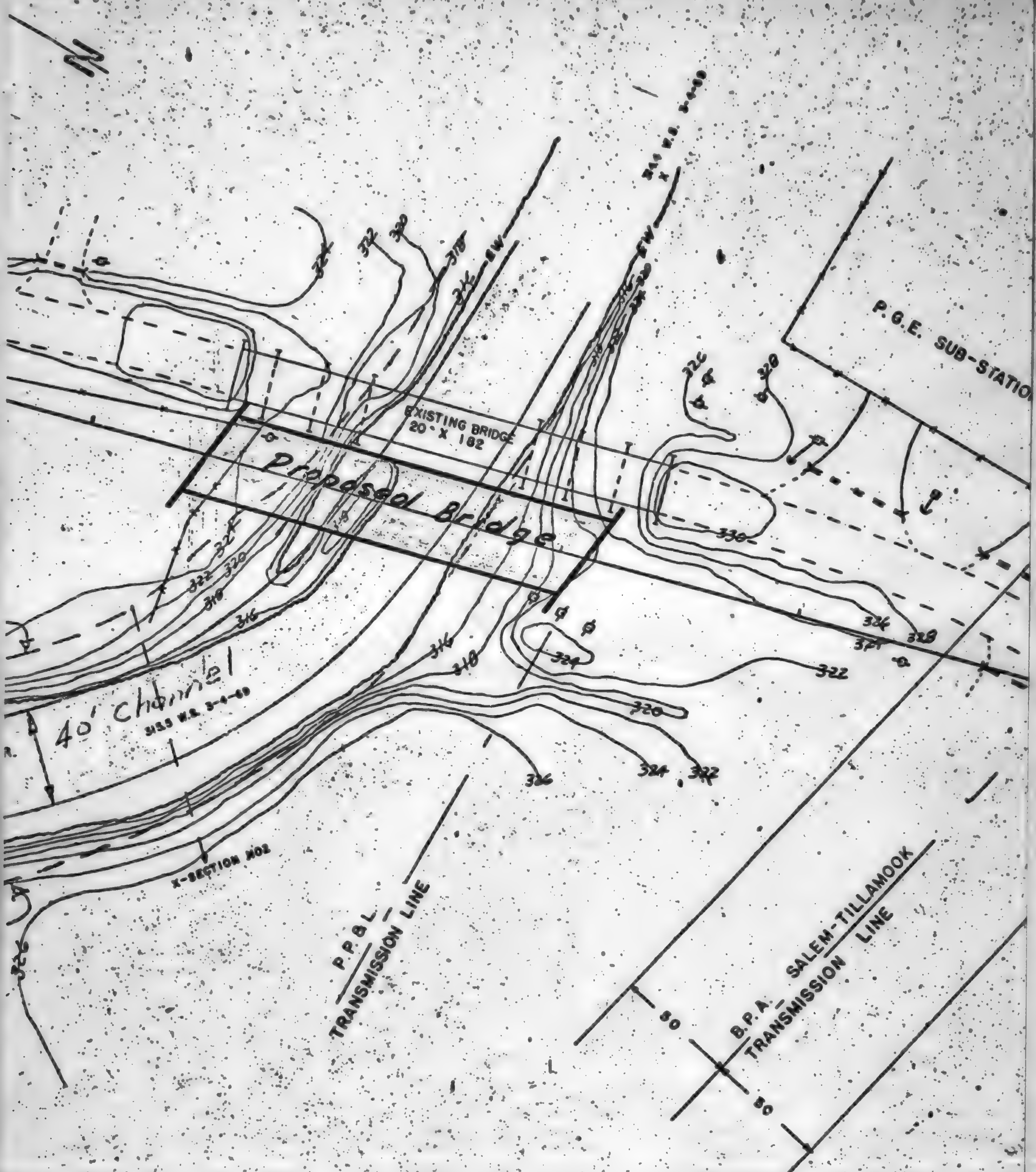
░	RESIDENTIAL	▒	PUBLIC
▤	COMMERCIAL	☐	AGRICULTURAL

*LAND USE BY MID WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS. OCTOBER, 1969



HEARING MAP
SO. YAMHILL RIVER BRIDGE
AGENCY ROAD
POLK COUNTY

1565 - 1990 A.D.T.


N
314.6 W.S. 3-4-60
E.W.
E.W.
P.G.E. SUB-STATIO
EXISTING BRIDGE
20' X 182
Proposed Bridge
40' Channel
313.3 W.S. 3-4-60
X-SECTION NO2
P.P.&L.
TRANSMISSION LINE
B.P.A. SALEM-TILLAMOOK
TRANSMISSION LINE
50
50
324
322
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RECEIVED
OCT 16 1969
TRAFFIC ENGINEERING

MID WILLAMETTE VALLEY
COUNCIL OF GOVERNMENTS
Room 19 / Marion County Courthouse, Salem, Oregon 97301 / Telephone AC 503/581-1574
W. J. KVARSTEN, A.I.P.
DIRECTOR

October 13, 1969

Mr. Forrest Cooper
State Highway Engineer
Highway Building
Salem, Oregon 97310

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The Council further suggests, as shown in the attached COG action and information report, that Polk County: (a) consider widening the approaches to the bridge to accomodate two 12' travel lanes with 4' shoulders and, (b) consider reducing the curve to the north of the subject project area.

Attached are maps indicating anticipated future land uses adjacent to the proposed facility.

The Council appreciates the opportunity to make this review. If there are questions regarding the Council action, please let me know.

Very truly yours,

W J Kvarsten

W. J. Kvarsten, Director
Council of Governments

DD/pf

Enclosures

cc: Mr. Clinton Forbes
Mr. Doug Walker
Mr. John Hossick

NOTED
R. L. SCHROEDER

NOTED
L.E. GEORGE

MEMBER AGENCIES:
STATE OF OREGON • MARION COUNTY • POLK COUNTY • YAMHILL COUNTY • CITY OF SALEM • CITY OF DALLAS
CITY OF WOODBURN • CITY OF SILVERTON • CITY OF McMINNVILLE • CITY OF INDEPENDENCE
SCHOOL DISTRICT 24J • MARION COUNTY FIRE DISTRICT NO. 1

COMPREHENSIVE PLANNING COMMITTEE
MID WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS
September 11, 1969

SUBJECT: Proposed construction of a new bridge by the Oregon State Highway Department on Agency Road (FAS 915) over the South Yamhill River in Polk County, (see attached letter, map and project description).

REASON SUBJECT IS BEFORE COG: Section 204 of the Demonstration Cities and Metropolitan Development Act requires that applications for certain federal assistance be submitted to COG for review.

POSSIBLE ACTION BY COG: Review and endorse (wholly or conditionally), or deny.

PRESENTATION OF FACTS:

1. The proposed bridge is located on Agency Road (FAS 915) which connects State Highways 18 and 22 at Grande Ronde.
2. The Preliminary Comprehensive Plan for Polk County designates this road as an arterial.[1]
3. Minimum standards for an arterial specifies two 12' travel lanes to accommodate 5,000 - 6,000 vehicles per day (ADT).
4. The OSHD estimates the 1990 ADT to be 1,565; the improvement proposed is for a 32' clear roadway. (We assume this is to be a 32' wide travel way on the bridge.)
5. The County plans to reconstruct the approaches to provide a 20' oil mat wearing surface with 4' gravel shoulders.
6. There has been little or no growth at Grande Ronde during the past decade, this trend is expected to continue.

RECOMMENDED ACTION: Staff recommends approval of the bridge replacement as proposed and suggests that Polk County consider widening the approaches to the bridge to accommodate two 12' travel lanes with 4' shoulders. Consideration might also be given to improving the curve north of the project area.

---

[1] Mid Willamette Valley Planning Council, A Preliminary Comprehensive Plan for Polk County, (Salem, 1964), p. 46a.

ACTION BY CPC: Approved September 16, 1969.

NOTED
LE GEORGE

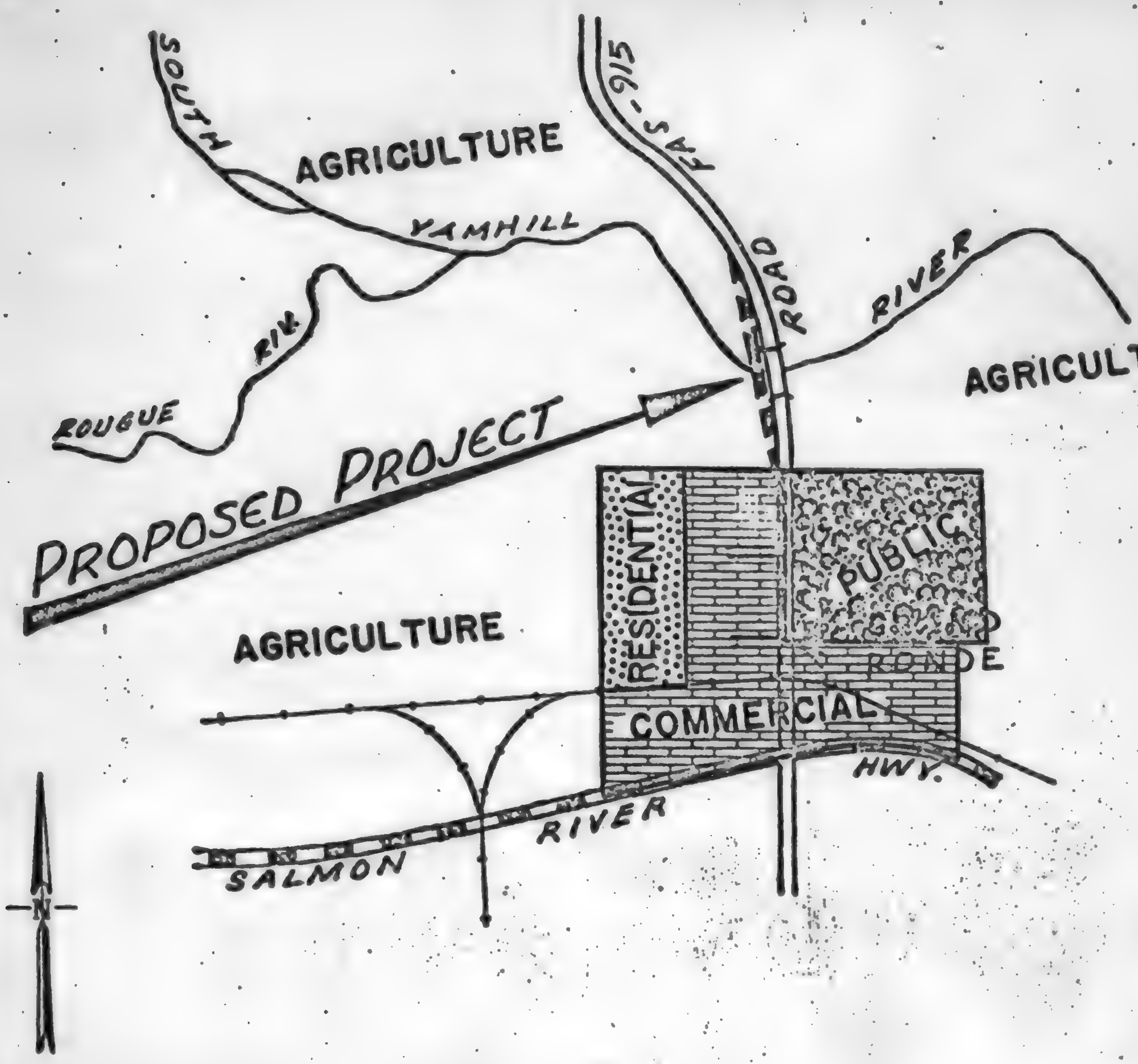
R. David MacDonald, Secretary
Comprehensive Planning Committee

36.

RDM/ca

ACTION BY COG: Approved September 17, 1969.

W. J. Kvarsten, Director
Council of Governments



FUTURE LAND USE*

So. YAMHILL RIVER BRIDGE

AGENCY ROAD

POLK COUNTY

▨ RESIDENTIAL

▨ PUBLIC

▤ COMMERCIAL

☐ AGRICULTURAL

NOTED
L.E. GEORGE

*LAND USE BY MID WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS. OCTOBER, 1969

RECEIVED
OCT 10 1969
FOR FILING

S-571(1)
7322

October 8, 1969

Board of County Commissioners
Polk County
Courthouse
Dallas, Oregon 97338

MISC. CONTRACTS and
AGREEMENTS No. 3826

Attention: Lyn G. Hardy
County Clerk

Gentlemen:

Attached for your records is a fully executed copy of an agreement covering the S. Yamhill River (Grand Ronde) Bridge Section of FAS 915.

We have retained a fully executed copy of this agreement for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm
Attachment

cc H. S. Cox
(conformed agreement)

9-30-69

Oregon State Highway Commission
State Highway Building
Salem, Oregon

NOTED
H. S. COX

Attention: County and City Division

RECEIVED
OCT 2 - 1969
ENGINEER
COUNTY & CITY DIVISION

SUBJECT: Federal Aid Project No. ____________

Highway No. FAS 915

Project Name S. Fork Yamhill River Bridge

Grand Ronde Agency Road

Gentlemen:

1. We hereby certify that, to the best of our knowledge and belief, all rights-of-way or rights-of-entry for the above referred to Federal-aid project have been secured.

2. We hereby certify that: (check one)

☑ There has been no displacement of persons from residences, farms, or businesses; or

☐ All displaced persons have been tendered all assistance possible and given all available information to assist in re-establishment in residence, farm, or business.

3. We hereby certify that the occupancy and/or adjustment of existing utilities within the right-of-way of the above referred to Federal-aid project have been authorized by permit, franchise, or other approved procedure.

Dated at Dallas, Oregon, this 30th day of September, 1969.

Polk County

Chairman

Commissioner

Clifford R. Jones
Commissioner

Copy to:- John Oaks
R.H. Chase
Owen Turner
R D Asburry

NOTED
MAINOR C. HOLMES

NOTED
HAROLD
REYNOLDSON

(11/29/66)

NOTED
P. B. [illegible]

NOTED
R. H. PRANGE

Noted
Oscar H. Norberg

NOTED
RICHARD UNREIN

NOTED
DON HARWELL

OCT 1 - 1969

1859

FISH COMMISSION

OFFICE OF THE DIRECTOR

307 STATE OFFICE BLDG. • 1400 S.W. 5th AVE. • PORTLAND, OREGON • 97201

TOM McCALL
GOVERNOR

COMMISSIONERS
EDW. G. HUFFSCHMIDT, Chairman
McKEE A. SMITH, Vice Chairman
JOSEPH I. EOFF, Member

ROBERT W. SCHONING
State Fisheries Director

S-571(1)
7322

September 26, 1969

cc's sent 9-29-69

F.B. Klaboe
L.H. Young
F.E. Terpin (3)
T.C. Roake (3)
C.G. Swenson
W.H. Tebeau
R.D. Asburry (2)
C.T. Keasey (2)
J. F. Putnam (2)

Mr. Forrest Cooper, State Highway Engineer
Oregon State Highway Department
Highway Building
Salem, Oregon 97310

Attention Mr. Frank L. Hall

Dear Mr. Cooper:

We have reviewed the following preliminary plans transmitted to us by your letter dated August 26, 1969 and have the following comments:

South Yamhill River (Grand Ronde) Bridge FAS 915, Polk County; total salmon and steelhead trout will be utilizing this reach of the river in the early part of October through the spring of 1970. It is vitally important that fish passage and water quality conditions be maintained during this period. We suggest that the channel and riprap work be done behind a berm to minimize siting of the stream.

Jumpoff Joe Creek-Louse Creek Interchange FAS 17-102, Josephine County, and Esplanade Street-Fort Klamath Road FAS 415, Klamath County; we anticipate no problems on the above projects, thus they are approved.

Sincerely,

Burt Carnegie

BURT CARNEGIE
HYDRAULICS ENGINEER

cc Oregon State Game Commission

RECEIVED
SEP 30 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 3 - 1969

FOR FILING

S-571(1)
7322

September 23, 1969

Mr. R. D. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon 97301

Dear Sir:

We are submitting program data for four Federal-Aid Secondary Projects, Items 1012 through 1015, which we desire to have included in the Federal-Aid Secondary Highway Program.

These projects have been selected by the State Highway Commission and local authorities in cooperation with each other as required by the Federal-Aid Act.

It is our intention to receive bids for these projects on October 28, 1969, however, it will be necessary that the obligation balance for the second quarter of fiscal year 1970 be released to the State before your office can authorize these projects. We request that prior to the authorization of these projects, if the obligation balance release is reduced, that the State be contacted as to which of the projects we desire to have authorized.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. R. Young
Program & Planning Engineer

RNC:aw

MONTHLY TRANSACTION NO.	FORM PR-1 (REV. 4-61)
DATE SUBMITTED TO W.O.	

FEDERAL-AID

(PPM

CARD 2	REPORT NUMBER 1 (19) (20)	PROJECT LOCATION *(45 typewriter spaces)* Co. Rd. 0.26 mi. N. of Grand Ronde. 21 65	**ADT**	PRESENT 920	FUTURE 1560 (66) (70)	YEA 89 (71)

CARD 3	CHARACTER OF PROPOSED WORK *(35 typewriter spaces)* One Bridge 28 62	NATL. FOREST (63) (65)	FH ROUTE NO. (66) (68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. AUT (74)

CARD 4	CLASS OF FEDERAL FUNDS Secondary	COUNTY NAME	
	NAME OF URBAN AREA 17-31	ROUTE NO. 3	FEDERAL-AI 915

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	WORK CLASS	WORK TYPE	STEP	TERMINI *(Full description)*	MILES	ESTIMATED PROJECT C TOTAL ESTIMATED COST	FEDERAL FUNDS
1	(14-15)	16	41	42	43 46	53		(54) (58)	(59) (66)	(67)
5					**PE**		Co. Rd. 0.26 Mi. N. of Grand Ronde. (So. Yamhill River (Grand Ronde) Bridge)			
5					**ROW**					
5					**CONST** (CODE) Safety X-081			0.03	90,000	57,100

CARD 1	CODE 1	PREPARED BY	PROJECT TOTALS	0.03	90,000	57,100
1	14	PROGRAM APPROVAL DATES			(16) (23)	(24)

This project qu
replaces a narro
page 12 line 5,
Locations".

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL - AID PROGRAM DATA

(PPM 21-1)

65	**ADT**	PRESENT 920	FUTURE 1560	YEAR 89	REGION 08	STATE NAME Oregon	STATE CODE 35	APPN CODE 022	ITEM NO. 1014

SUPV AGCY	DA CLASSIF.	DA AREA	EMERG. YR.	PL. AUTH YR	PROJECT NUMBER PREFIX LETTER(S) S -	NUMBER 571 (1)	SEQ. NO.	I. Projects Only POST MI. DESIG.

COUNTY NAME: Polk — CODE: 053

ROUTE NO. S — FEDERAL-AID: 915 — STATE: Co. Rd. — U.S.:

PROGRAM STAGE ☐ 1 OR ☒ 2

ESTIMATED PROJECT COST BY PHASES

MILES	TOTAL ESTIMATED COST	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	CHARACTER OF PROPOSED WORK *(Full description)*
					One R.C.D.G. Prestressed Bridge, Length 160', H.C.32' on new alignment. (County will construct approaches) ROW - 60' max.; access control - None; Parking Restrictions - none.
0.03	90,000	57,100	16,450	16,450 (Co.)	
0.03	90,000	57,100	16,450	16,450(Co.)	

REMARKS Relocation payments - None involved. This project qualifies as a "Safety Improvement" as the structure replaces a narrow 19' structure. The improvement is listed on page 12 line 5, Polk Co. in the May 1966 "Inventory of Hazardous Locations".

continued ——

S. YAMHILL RIVER (GRAND RONDE) BRIDGE
Project S-571 (1)

EXISTING FACILITIES: 1-75' timber throug truss with 1-18' and 5-19' approach spans, with a horizontal c
of 19'2". The approaches to the existing bridge on the existing roadway have 2-10' oiled travel lanes wi
4' gravel shoulders.

ADJACENT SECTIONS:

NORTH END: This portion of this route will be on improved alignment. County will construct new app
SOUTH END: with a 32' traveled way to the new structure.

PROJECT DATA: Construct a reinforced concrete bridge 160' long with a clear roadway of 32'. No sidewalk
bridge will be on the improved roadway alignment with the County doing earthwork including the approaches
bridge. The existing roadway and bridge will be used as a detour. The existing bridge will be removed b
There is no salvage value. Riprap required at footing of bridge will be by County. Provisions are to
for future water and gas lines.

RIGHT-OF-WAY: 60' maximum
ACCESS CONTROL: None

RR-XING: None
MINIMUM DESIGN STANDARDS: The proposed structure is substandard in accordance with the States minimum st
for "Class C" highway which calls for a 40 foot horizontal clearance. Justification for the 32 foot hor
clearance of the proposed structure was furnished BPR by Mr. Prange's letter of September 19, 1969.

SYSTEM ACTION: Completed
PUBLIC HEARING: Held 8/1/69

UNUSUAL OR COMPLICATED SITUATIONS: The State does not have, at this time, the legal authority to regulate
by Utilities of the rights of way of this project.

ROUTE DATA: This is a mail and school bus route, a farm-to-market road; and a connection between FAP 1

Parks or recreation areas affected -	None
Relocation Assistance -	None
Social, economic and environmental effects considered -	Yes
Location and Design Approval -	9/12/69
Approved COG -	Has been requested.

S. YAMHILL RIVER (GRAND RONDE) BRIDGE
Project S-571 (1)

timber throug truss with 1-18' and 5-19' approach spans, with a horizontal clearance to the existing bridge on the existing roadway have 2-10' oiled travel lanes with

ion of this route will be on improved alignment. County will construct new approaches 2' traveled way to the new structure.

reinforced concrete bridge 160' long with a clear roadway of 32'. No sidewalk. This roved roadway alignment with the County doing earthwork including the approaches to the dway and bridge will be used as a detour. The existing bridge will be removed by County. Riprap required at footing of bridge will be by County. Provisions are to be made lines.

m

The proposed structure is substandard in accordance with the States minimum standards ch calls for a 40 foot horizontal clearance. Justification for the 32 foot horizontal structure was furnished BPR by Mr. Prange's letter of September 19, 1969.

/69

TUATIONS: The State does not have, at this time, the legal authority to regulate the use s of way of this project.

il and school bus route, a farm-to-market road; and a connection between FAP 11 and FAP 23.

areas affected -	None
e -	None
environmental effects considered -	Yes
Approval -	9/12/69
	Has been requested.

[illegible]

10003A

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 19, 1969

NOTED
C.A. GARDNER

NOTED
H. S. COX

To: MEMORANDUM TO THE FILES

SUBJECT: S. Yamhill R. (Grand Ronde) Br.
FAS 915
Polk County
Bridge No. 10003A

The subject structure will replace the present structure which consists of one 18' and two 19' untreated frame trestle spans, a 75' untreated timber through truss, and three 19' untreated frame trestle spans.

This structure was built in 1952 and maintained by the county. This being a county maintained structure we do not have any boring reports. However, the age of the untreated structure indicates that the salvage value of the present structure to be next to nothing.

Theo. C. Roake
Assistant Bridge Engineer

TCR:jf

cc: H. S. Cox
Attn: H. Reynoldson

RECEIVED
OCT 6 - 1969
ENGINEER
COUNTY & CITY DIVISION

NOTED
HAROLD REYNOLDSON

NOTED
IVAN D. MERCHANT

NOTED
MAINOR C. HOLMES

NOTED
R. H. PRANGE

NOTED
P. B. [illegible]

NOTED
RICHARD UNREIN

Noted
Oscar H. Norberg

NOTED
DON HARWELL

RECEIVED
SEP 22 1969
FOR FILING

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

September 19, 1969

Hearing

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97310

Re: So. Yamhill River Bridge
FAS 915
Polk County

Dear Mr. Simpson:

Project program is being submitted for approval of the subject bridge project. Verbal concurrence for a design width of 32 feet for the structure was previously received from Mr. Renz, Area Engineer, and we now request written concurrence.

The existing county road facility consists of 20 feet of bituminous surfacing with 4 foot shoulders. The County plans to relocate and widen the road for a short section with 24 feet of bituminous surfacing and 4 foot shoulders to match the 32 feet of structure width.

Agency road, FAS 915, is a 1.5 mile connecting route between two highways serving the community of Grand Ronde on the south and the Agency School on the north, which accounts for its relatively high traffic volumes. 1968 traffic volumes show 920 ADT at the bridge site (20 year traffic projection indicate 1565 ADT). Although the construction of a Class "C" highway would be required by the indicated traffic volumes, the County, however, feels that it cannot economically justify the acquisition of right-of-way and the construction of such a high standard roadway for this short connecting route. We also feel that to construct a structure much wider than the proposed county-built roadway would be both unwarranted and unsafe. We, therefore, have designed the bridge to our minimum standard width of 32 feet and request your concurrence.

Polk County held a public hearing based on the above design width and after studying the social, economic and environmental effects, have requested that State proceed with the project as planned.

Very truly yours,

Forrest Cooper
State Highway Engineer

By:
for H. S. Cox
County and City Engineer

RECEIVED
SEP 19 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RHP:ljt
cc: F. B. Klaboe ✓ L. H. Young
D. J. Barbee R. N. Chase

Polk County Board of Commissioners
County Courthouse
DALLAS, OREGON 97338

CLINTON FORBES
Commissioner
H. B. HILDEBRAND
Commissioner
CLIFFORD JONES
Commissioner

Telephone 623-8171
Extension 44

September 15, 1969

State Highway Department
Highway Building
Salem, Oregon

County & City Division

Re: FAS 915

Gentlemen:

The Board of Commissioners has passed Resolution #133 directing condemnation proceedings against Richard and Norine Rink for acquisition of such property essential to the construction of the South Yamhill River Bridge and approaches on New Grand Ronde-Agency County Road #681.

Very truly yours,

BOARD OF COMMISSIONERS

Clinton D. Forbes

By: Clinton D. Forbes,
Chairman

CDF/mc

RECEIVED
SEP 19 1969
ENGINEER
COUNTY & CITY DIVISION

NOTED
DON HARWELL

SEP 22 1969

FO FILI

5-571(1)

7322

1859

GAME
COMMISSION

OFFICE OF THE DIRECTOR

P. O. BOX 3503 • 1634 S.W. ALDER ST. • PORTLAND, OREGON • 97208 • Ph. 222-9611

TOM McCALL
GOVERNOR

COMMISSIONERS
GEORGE L. HIBBARD, Chairman
J. PAT METKE, Vice Chairman
JOHN P. AMACHER, Member
JOSEPH W. SMITH, Member
JAMES W. WHITTAKER, Member

JOHN W. McKEAN
State Game Director

RECEIVED
SEP 15 1969
DESIGN
DIVISION

September 11, 1969

Klaboe

State Highway Engineer
State Highway Department
Salem, Oregon 97310

Attention: Mr. Frank Hall

REFERRED TO
Hall
By Asst. State Hwy. Engr.
9-15-69

Dear Sir:

We are replying to your letter of August 26, 1969, which referred to the plans of six projects as follow:

cc's sent 9-16-69

F.B. Klaboe ✓
L.H. Young
F.E. Terpin (6)
T.C. Roake (6)
C.G. Swenson
W.H. Tebeau
L.W. Rulien (2)
R.D. Asburry (2)
C.T. Keasey (6)
J. F. Putnam (2)

1. Sutherlin Interchange-Grave Creek
   Pacific Highway, Douglas and Josephine Counties
2. Cedar Hills Boulevard Interchange
   Sunset Highway, Washington County
3. Biddle Road Interchange (Medford)
   Crater Lake Highway, Jackson County
4. South Yamhill River (Grand Ronde) Bridge
   FAS 915, Polk County
5. Jumpoff Joe Creek-Louse Creek Interchange
   FAS 17-102, Josephine County
6. Esplanade Street-Fort Klamath Road
   FAS 415, Klamath County

There will be no conflict with fishery resources on any of the above projects, and they are approved.

We appreciate the opportunity to comment on these projects.

RECEIVED
SEP 12 1969
OFFICE OF
STATE HIGHWAY ENGINEER

Very truly yours,

R. O. Koski

R. O. Koski
Fishery Staff Specialist

ROK:js

cc: Dir. OFC

fas 915 GENERAL FILE
~~[illegible]~~
Polk Co

September 9, 1969

Oregon State Highway Dept.
State Highway Building
Salem, Oregon 97310

Gentlemen:

The balance due of $18.12, on Invoice #99039, dated July 2, 1969 - as it appears on the enclosed copy - was paid

paid by our Warrant #12479, dated June 30, 1969.

S. Yamhill River Bridge
FAS 915

NOTED
HAROLD
REYNOLDSON

The payment made was:		
	$23,000.00	F.A.S.
	375.80	For a Semi-Trailor
	18.12	Balance due on Guard Rail
	$23,393.92	Total

NOTED
H. S. COX

Sincerely,

BOARD OF COMMISSIONERS

HBH

By: Henry B. Hildebrand,
Commissioner

NOTED
DON HARWELL

HBH/pl

Enclosure

Rec'd 9/11/69

RECEIVED
SEP 1 1969
ENGINEER
COUNTY & CITY DIVISION

NOTED
MAINOR C. HOLMES

NOTED
RICHARD UNREIN

NOTED
R. H. PRANGE

Noted
Oscar H. Norberg

NOTED
DON HARWELL

SAFETY: [illegible]

MEMO TO R. N. CHASE Date September 8, 1969

FAS 915 , POLK COUNTY, S. Yamhill River (Grand Ronde) Bridge SECTION

TERMINI: 0.26 miles north of the junction with FAP 23 in the community of Grand Ronde. M.P. 0.26

PROPOSED WORK: Structure

NOTED
H. S. COX

PROJECT LENGTH: 160 feet

COSTS:	TOTAL	FEDERAL	STATE	COUNTY	OTHER
CONSTRUCTION	$90,000	$54,000	$18,000	$18,000	

EXISTING FACILITIES: 1-75' timber through truss with 1-18' and 5-19' approach spans, with a horizontal clearance of 19'2". The approaches to the existing bridge on the existing roadway have 2-10' oiled travel lanes with 4' gravel shoulders.

ADJACENT SECTIONS:
NORTH/~~EAST~~ END:
SOUTH/~~WEST~~ END:

This portion of this route will be on improved alignment. County will construct new approaches with a 32' traveled way to the new structure.

PROJECT DATA: Construct a reinforced concrete bridge 160' long with a clear roadway of 32'. No sidewalk. This bridge will be on the improved roadway alignment with the County doing earthwork including the approaches to the bridge. The existing roadway and bridge will be used as a detour. The existing bridge will be removed by County. There is no marketable timber. Rip rap required at footing of bridge will be by County. Provisions are to be made for future water and gas lines.

RIGHT-OF-WAY: 60' maximum

ACCESS CONTROL: None

RR XING: None

MINIMUM DESIGN STANDARDS: No deviations from standards

SYSTEM ACTION: Completed

PUBLIC HEARING: Held 8/1/69

UNUSUAL OR COMPLICATED SITUATIONS: None

ROUTE DATA: This is a mail and school bus route, a farm-to-market road; and a connection between FAP 11 and FAP 23.

Parks or recreation areas affected	NO
Relocation Assistance	NO
Social, economic and environmental effects considered	YES
Location and Design Approval by Assistant Highway Engr.	YES 9/12/69
Approved COG	~~YES~~ Has been requested.

NOTED
MAINOR C. HOLMES

NOTED
P. B. [illegible]

NOTED
R. H. PRANGE

Noted
Oscar H. Norberg

NOTED
RICHARD UNREIN

NOTED
DON HARWELL

South Yamhill River (Grand Ronde) Bridge Section

Structure

ESTIMATE

No	Item	Quantity	Price	Amount
1	Shoring, Cribbing, Etc.	All Spec.	-	$\$9,000$
2	Structural Excavation	440 Cu. Yds.	$\$4^{00}$	1760
3	Structural Excavation Below Elevation Shown	40 Cu. Yds.	8^{00}	320
4	Finish 10BP42 Steel Piling	200 Lin Ft.	6^{00}	1,200
5	Drive Steel Piles	8 Only	150^{00}	1,200
6	Splice Steel Piles	2 Only	50^{00}	100
7	Class "A" Concrete (335 cy @ $90)	All Req'd	-	30,150
8	45'/50' Type 3 Prestressed Beam	8 Only	1400^{00}	11,200
9	65'/70' Type 3 Prestressed Beam	4 Only	1600^{00}	6,400
10	Reinforcement (61,400 @ 15¢)	All Req'd	—	9,210
11	Three Tube Metal Railing	318 Lin Ft.	20^{00}	6,360
			Total	$\$76,900$

Antic. Add Items

None

14½% E&C	$11,150^{50}$
Total	$\$88,050^{50}$

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COUNTY & CITY DIVISION

PROJECT DATA

South Yamhill River (Grand Ronde) Bridge
Agency Road, FAS 915
Polk County

Type of Project: FAS-C

Project Description: Construct reinforced concrete structure 160' long with a 32' clear roadway over the South Yamhill River on slightly revised alignment.
County will acquire the right of way, construct the approaches, remove the existing bridge, and perform minor channel improvements.

Estimated Cost: $100,000

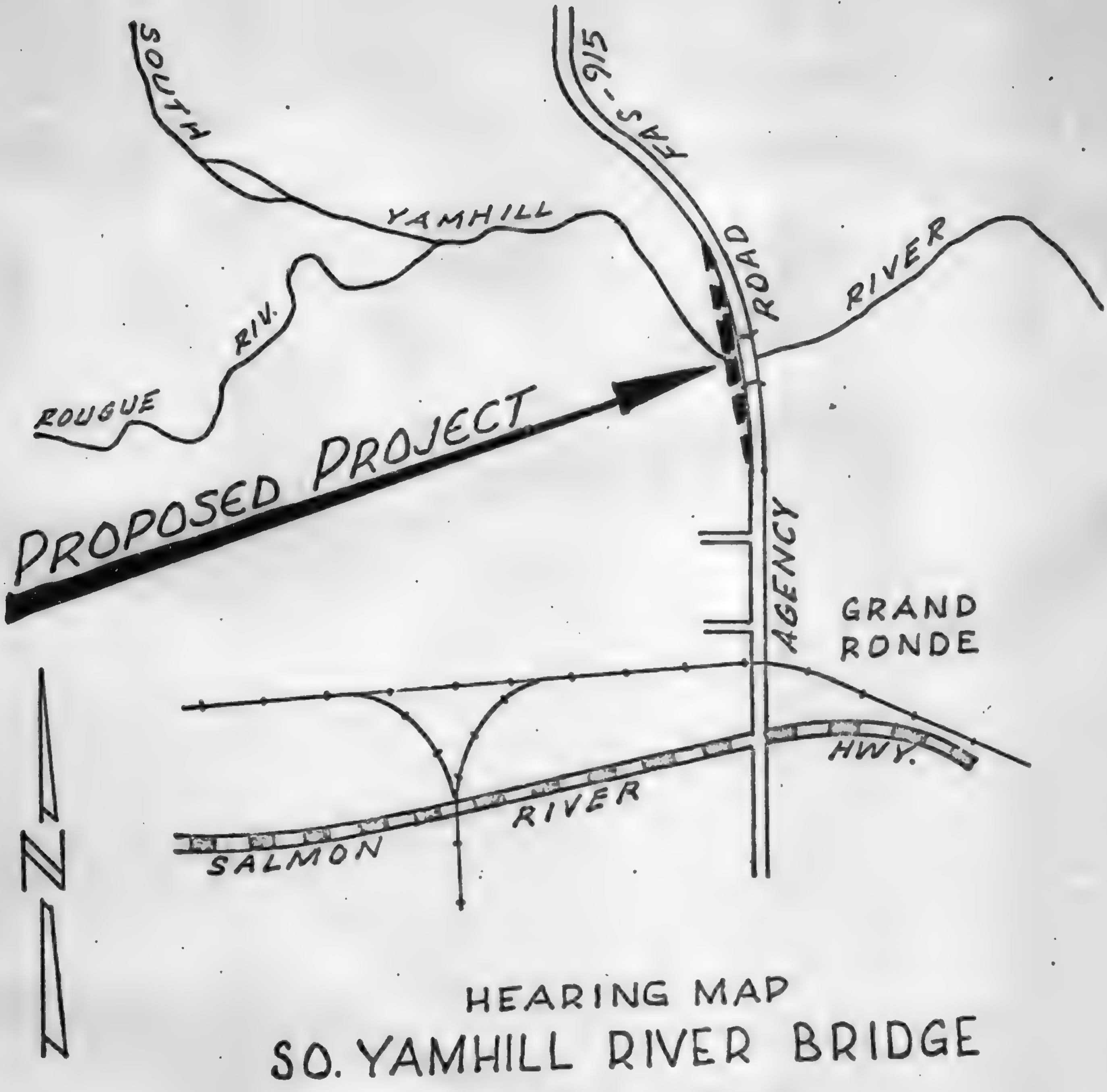
Right of Way: 60' minimum; non-access control

Traffic: Exist. ADT: 920
1990 ADT: 1565

Existing Facility: Timber truss bridge 131' long with a 19'2" wide travel way; constructed in 1952; posted load limit.

Future Facility: County will realign and reconstruct road to provide a 20' oil mat wearing surface with 4' gravel shoulders.

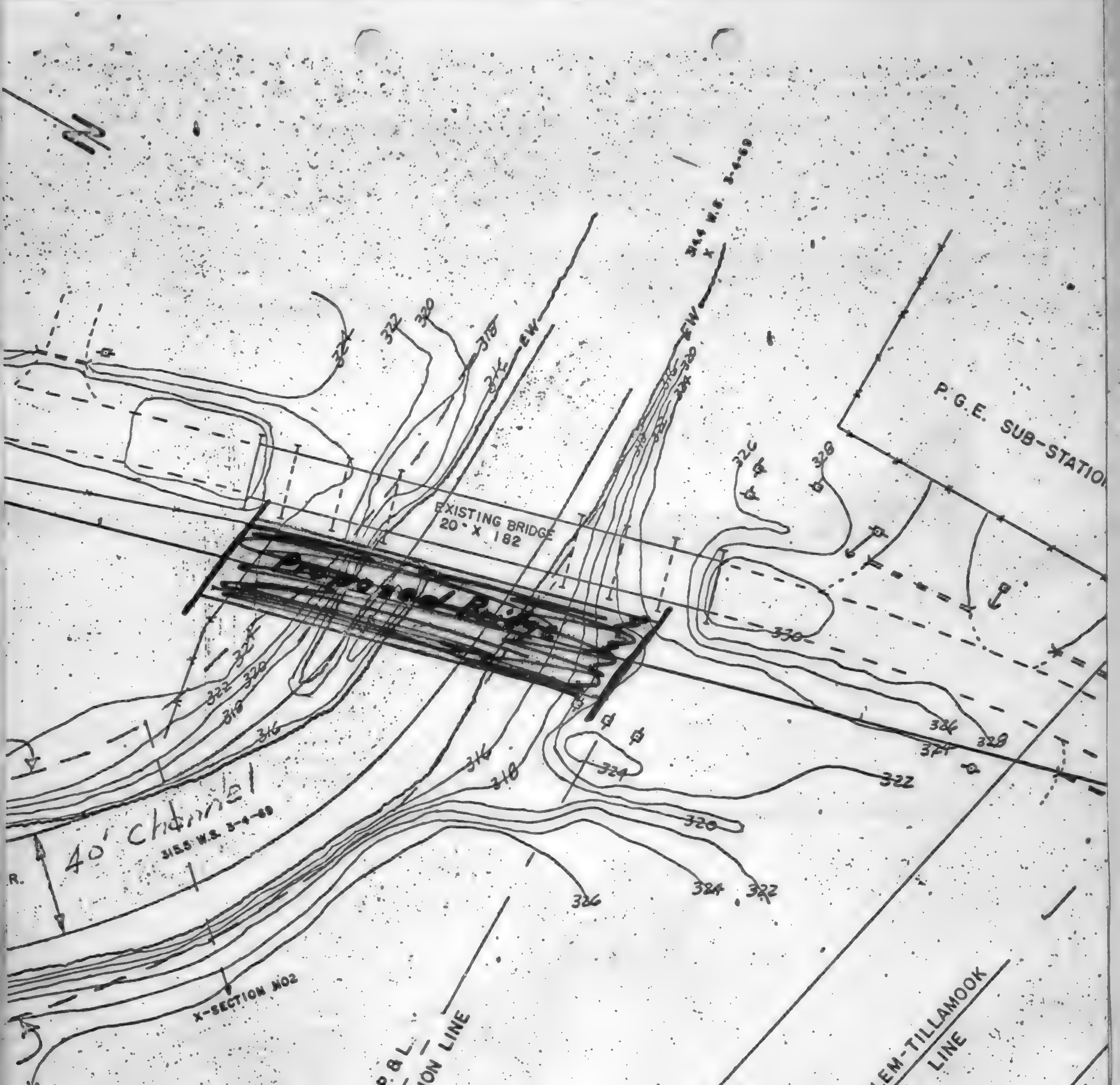
Route Data: Agency Road, FAS 915 serves as short connection between two State Highways, mail and school bus route, farm areas, Community of Grand Ronde and Grand Ronde Agency.



HEARING MAP

SO. YAMHILL RIVER BRIDGE

AGENCY ROAD
POLK COUNTY


N
314.4 W.S. 3-4-69
EW
EW
P.G.E. SUB-STATION
EXISTING BRIDGE
20' X 182
Proposed Bridge
40' Channel
315.5 W.S. 3-4-69
X-SECTION NO2
P.P.&L.
TRANSMISSION LINE
B.P.A. SALEM-TILLAMOOK
TRANSMISSION LINE
50
50
316
318
320
322
324
326
328
330

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AUG 22 1969

FORM 2-30X—60M—2-66 SP*23500-734

FOR FILING

S-571(1)
7322

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 20, 1969

To: Mr. R. L. Schroeder
Assistant Traffic Engineer

B U I L D I N G

SUBJECT: South Yamhill River (Grand Ronde) Bridge
Agency Road
FAS 915
Polk County

NOTED
R. L. PORTER

Attached are maps and data sheets covering the subject FAS-C project. Please submit the proposal to COG for review and comment pursuant to IM 21-12-67.

The proposal consists of constructing a new reinforced concrete bridge on revised alignment, to replace an existing narrow antiquated wood structure over the South Yamhill River immediately north of the community of Grand Ronde in Polk County. The County will construct the roadway approaches, acquire the right of way and remove the old bridge. A public hearing was held in the Polk County Courthouse on August 1, 1969 and no one was present to present testimony either for or against the proposed structure. The project is scheduled for the October 23 bid letting.

If we can furnish additional information or further assistance, please advise.

RHPrange
Robert H. Prange
Field Engineer
County and City Section

RHP:lat
Att.
cc R. L. Porter
Tom Edwards
F. B. Klaboe
D. J. Barbee
L. H. Young
Ivan Merchant
R. D. Asburry

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OFFICE OF
STATE HIGHWAY ENGINEER

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AUG 18 1969
ENGINEER
COUNTY & CITY DIVISION

Polk County Board of Commissioners
County Courthouse
DALLAS, OREGON 97338

CLINTON FORBES
Commissioner
H. B. HILDEBRAND
Commissioner
CLIFFORD JONES
Commissioner

Telephone 623-8171
Extension 44

August 13, 1969

Mr. R. H. Prange, Field Engineer
County and City Division
Oregon State Highway Department
Salem, Oregon

Dear Mr. Prange:

Enclosed is a verbatim transcript of the formal public hearing for the South Yamhill River (Grand Ronde) Bridge Section on the Agency County Road, FAS 915; also a copy of the notice and affidavit of publication and a newspaper article.

Polk County has studied and evaluated the testimony given at the public hearing, has considered the social, economic and environmental effects of the location and design of the project, and finds that the project is compatible to the County's planned arterial system. No additional written statements have been received since the formal hearing on August 1, 1969.

Polk County hereby requests the State Highway Department to give location and design approval to the above mentioned project.

Very truly yours,
BOARD OF COMMISSIONERS

Clinton D. Forbes
Clinton D. Forbes, Chairman

H B Hildebrand
H. B. Hildebrand, Commissioner

Clifford R. Jones
Clifford R. Jones, Commissioner

encls.

NOTED
R. H. PRANGE

NOTED
DON HA[illegible]

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[illegible]
ENGINEER
COUNTY & CITY [illegible]

Affidavit Of Publication

STATE OF OREGON, } ss.
County of Polk }

I, G. M. Reed, being first duly sworn, depose and say I am the PUBLISHER of the Polk County Itemizer-Observer, a newspaper of general circulation as defined by ORS 193.010 and 193.020, printed and published at Dallas in the aforesaid county and state; that the Notice: Construction of bridge over South Yamhill River (Grand Ronde), a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 issue successive and consecutive weeks in the following issues:

June 26, 1969

Guy Reed

Subscribed and sworn to before me this 26th day of June, 19 69

Katherine S. Lowe
Notary Public for Oregon.

(My Commission Expires 7-13-70)

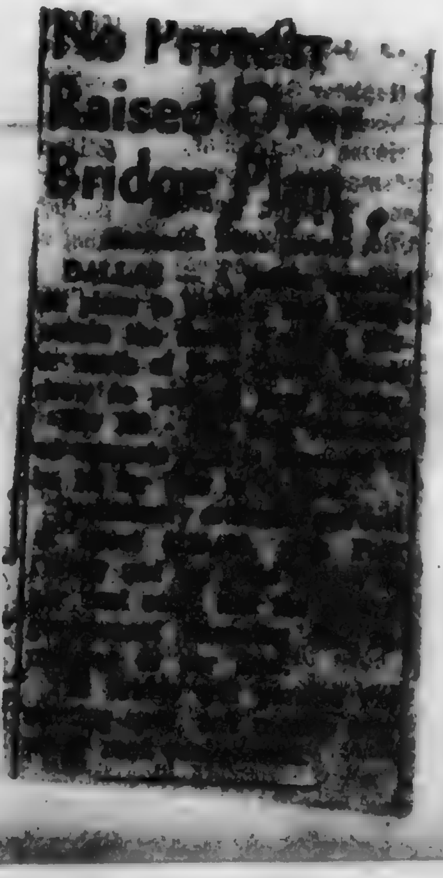
NOTICE

Notice is hereby given that Polk County proposes to hold Corridor-Design hearing pertaining to its proposed plans for future right-of-way acquisition and construction on the South Yamhill River (Grand Ronde) Section of the Agency County Road No. 881 lying near the community of Grand Ronde, Polk County, Oregon.

The proposed plans consist of constructing a new concrete bridge over the South Yamhill River on a slightly revised alignment.

The public hearing pertaining to the route-design features will be held in the Polk County Courthouse, in Room 107 on August 1, 1969, beginning promptly at 11:00 a.m., at which time any interested person desiring to express opinions pertaining to above proposal is invited to do so, and in addition may submit written statements at the hearing or to the Board of Commissioners within ten (10) days after the public hearing. Personnel will be present to discuss the proposal, including relocation assistance programs, with those persons who may be affected by the project.

(June 26, 1969)



No Protest Raised Over Bridge Plan

DALLAS [illegible]

RECEIVED
[illegible]
ENGINEER
COUNTY & CITY DIVISION

Ladies and gentlemen, the time is 11:00 A.M., Friday, August 1, 1969, which time has been set for the public hearing on the Yamhill River Section of county road #681 near the City of Grand Ronde, Polk County.

In January, 1969, the Federal Highway Administration put into effect a revised Policy and Procedure Memorandum governing public hearings. This memorandum sets forth the rules under which we are conducting today's corridor-design hearing relating to this proposed Federal-aid Highway project. We are here to afford you the opportunity to express your opinions regarding the proposal.

Further, under the new Policy and Procedure Memorandum, you may make both oral and written statements, and in addition anyone, regardless of whether he has or has not made a statement today, will have an additional ten days to submit written comments which will be made a part of the record of this hearing. Such written comments should be mailed to the County Courthouse, Dallas, Oregon.

This hearing, including all statements and comments, will be transcribed verbatim and sent to the State Highway Department for review. All testimony given at today's hearing will be evaluated to determine the socio-economic impact and the feasibility of the proposal.

We will follow a schedule in the conduct of this hearing: first, an engineering description of the proposal will be presented; next, a brief explanation of right of way procedures will be given; then, everyone wishing to make a statement will be given the opportunity to do so.

So that you may know those of us at the front of the room, I will introduce the following people: On the far left is Henry Hildebrand, Commissioner of Polk County; Marthajean Libolt, Secretary; myself, Clinton Forbes, Commissioner of Polk County; on my right is Robert Prange, Field Engineer, City and County Division, State Highway Department; Clifford Jones, Commissioner of Polk County; R. D. Asberry, Division Engineer, State Highway Department; James Walker, Polk County Engineer.

Those also in attendance are: Walter E. Sandquist, Oregon State Highway Department; John Schultz, Bureau of Public Roads; Ralph Howe, Polk County; John Gorman, Polk County; W. R. Henson, Polk County; Dan Davies, Oregon Statesman; Tom Burnett, Capitol Journal; and Gwen Albrethsen, Itemizer-Observer.

The proposal will now be described by Robert Prange, Field Engineer, State Highway Department:

The proposed project, known as the South Yamhill River (Grand Ronde) Bridge Section of the Agency County Road, FAS Route 915, will consist of constructing a reinforced concrete bridge over the South Yamhill River approximately one-quarter mile north of Grand Ronde. The proposed structure will be 160 feet long and have a clear roadway width of 32 feet. It will be constructed closely paralleling the existing bridge thus allowing the existing bridge and road to remain open for travel during construction. Some channel slope improvement and construction of the realigned roadway at both ends of the new structure will be done by the County. This is a Federal-aid Secondary Project and will be designed, programed, and constructed in conformance with State and Federal regulations. (end of desc.)

We also have a map on the bulletin board showing both the old and new construction, so anyone wishing to look at the map may do so.

Now as to the Right of Way Procedures: Any property which is required for the construction of a project, such as the one being discussed today, will be appraised on the basis of "Market Value." Market Value is defined as the price a willing buyer would pay for property offered by a willing seller with neither party having any obligation to either buy or sell. To pay more than the Market Value of property would be unfair to the taxpayers who provide the monies for road improvements. To pay less than Market Value would be unfair to the property owner.

In accordance with the Federal-Aid Highway Act of 1968, the following assurances must be given:

1. That every reasonable effort will be made to acquire real property by negotiation.
2. That no person shall be required to move from his home, farm, or business location without at least 90 days' written notice.
3. That an amount will be established which is believed to be just compensation and a prompt offer will be made to acquire property for the full amount so established.

The 1968 Federal-Aid Highway Act also liberalized the benefits available to persons who are displaced from their homes, farms, or business locations. We are obligated, therefore, to provide relocation assistance to anyone who is displaced and required to move from his home, farm or business location by Federal-aid Highway programs. The Highway Department has published a brochure explaining the relocation assistance program. Copies of the brochure are available at this meeting.

At this time statements will be taken for or against the proposal, and I want to again assure you that the entire proceedings of today's hearing are being recorded and will be reviewed and evaluated. Once again I would like to remind you that we will accept additional written comments for ten days after the close of the hearing. We ask you to confine your remarks to the relative merits of the proposal. Problems of personal concern may be discussed and perhaps resolved after the close of the hearing.

I have introduced the people here at the front table; do we have any legislators or city officials at this hearing; do we have anyone from the chamber of commerce or the utilities or corporations; now finally are there any interested persons who would care to speak for or against this project? (no comments).

Has everyone had a chance to give his or her comments on the proposal? Is there anyone present who might have said "no" on a card but would like to change his mind and make remarks at this time? (no comments). For the last time, is there anyone present who wishes to make a statement? (no comments). There being no further testimony, I thank all of you for being present today, and now declare this hearing officially closed at 11:10 A.M.

August 8, 1969
(date)

NOTED
H. S. COX

Polk County Board of Commissioners
Courthouse
Dallas, Oregon 97338

Attention: Mr. J. D. Walker, County Engineer

In order to comply with requirements of the Bureau of Public Roads covering protection of public resources such as recreational areas, historical sites, wild life refuges, or any other facility in which the public has a specific interest, it is required that local public authorities should be consulted regarding the impact on these resources of a planned highway improvement.

Would you please fill out the form below regarding these resources and return it to the Oregon State Highway Department, County and City Division, State Highway Building, Salem, Oregon (97310). Retain the second copy for your records.

NOTED
DON HARWELL

- -

Highway FAS 915 (Agency Road)

Section S. Yamhill River (Grand Ronde) Bridge: Structure

Do you know of any public organization or quasi-official organizations that might be opposed to this project on the grounds of interference with recreational, historical, or public resources? Yes ☐ **No** ☒

If answer is yes, please list organizations:

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ENGINEER
COUNTY & CITY DIVISION

AUG 12 1969
(date)

BOARD OF COMMISSIONERS

By____________________

By____________________
Commissioner

By____________________
Commissioner

P. B. [illegible]

Copy to L H Young
Attention D. Ridings

NOTED
RICHARD UNREIN

Noted
Oscar H. Norberg

NOTED
MINOR C. HOLMES

RECEIVED
JUL 17 1969
FOR FILING

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

Adm
Comm
[illegible]

July 9, 1969

F. B. KLABOE

Polk County Board of Commissioners
Courthouse
Dallas, Oregon 97338

Gentlemen:

We have received the County's notification to hold a public hearing for the South Yamhill River (Grand Ronde) Bridge Section on the Agency County Road, FAS 915. I would like to remind you that a second notice must be published from 5 to 12 days prior to the hearing date.

Enclosed for your use in conducting your hearing is the following material:

Suggested Format (may be used by the hearing officer in the conduct of the hearing.)

Registration Cards (to be filled out by persons attending the hearing.)

Relocation Assistance Brochures (to be made available to anyone who may be relocated from his property.)

You will be interested to know that representatives of the Highway Department and the Bureau of Public Roads will attend the hearing.

After the ten days have elapsed for receiving additional written statements, please send this office a typewritten verbatim transcript of the formal public hearing. In addition, we will also require the following:

1. Copies of all notices, advertisements, newspaper articles, and correspondence in connection with the hearing.

2. A statement giving time, date, and place of any informal meetings or informational hearings held prior to the time of the formal hearing.

3. A statement that the County has studied and evaluated the testimony given at the public hearing; that it has considered the social, economic, and environmental effects of the location and design of the project; and that the County finds that the project is compatible to the County's planned arterial system. If possible, please send copies of any Traffic Surveys or Planning Studies made by or for Polk County with reference to land use and road systems.

4. A statement that the County does request the State Highway Department to give location and design approval of the project.

If you have any questions or need further information or clarification, please call or write.

Very truly yours,

R. H. Prange
Field Engineer
County and City Division

RHP:lat

Encl.

cc: F. B. Klaboe
L. E. Young
D. J. Barbee
[redacted]
R.D. Asburry

RECEIVED
JUL 14 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 26 1969
ENGINEER
COUNTY & CITY DIVISION

NOTED
H. S. COX

6-24-69

RESOLUTION

In accordance with Section 141, Chapter 1, Title 23, United States Code, Polk County does hereby resolve and give the following assurances:

1) that every reasonable effort shall be made to acquire the real property by negotiation;

2) that the construction of projects shall be so scheduled that to the greatest extent practicable no person lawfully occupying the real property shall be required to move from his home, farm, or business location without at least 90 days' written notice from the State or political subdivision having responsibility for such acquisition; and

3) that it will be the policy of the County, before initiating negotiations for real property, to establish an amount which is believed to be just compensation, under the law of the State, and to make a prompt offer to acquire the property for the full amount so established.

APPROVED June 24 1969
BOARD OF COMMISSIONERS OF Polk COUNTY
BY ______________________ COMMISSIONER
H B Hildebrand COMMISSIONER
Clifford R Jones COMMISSIONER

Copies To
Kloboc
Young
Barbee
BPR
[illegible]

NOTED
MAINOR C. HOLMES

NOTE
HARC
REYNOL

NOTED
P. B. [illegible]

Noted
Oscar H. Norberg

NOTED
RICHARD UNREIN

NOTED
R. H. PRANGE

NOTED
DON HARWELL

Polk County Board of Commissioners
County Courthouse
DALLAS, OREGON 97338

CLINTON FORBES
Commissioner
H. B. HILDEBRAND
Commissioner
CLIFFORD JONES
Commissioner

Telephone 623-8171
Extension 44

NOTED
H. S. COX

June 10, 1969

Oregon State Highway Commission
Highway Building
Salem, Oregon

Attention County & City Relations

Gentlemen:

The Polk County Board of Commissioners hereby indicates approval of preliminary plans for South Yamhill River Bridge section, FAS 915.

Your attention is directed to the following condition which has been discussed with Mr. Merchant and with your department.

There is a main transmission line of Pacific Power & Light Company located almost directly above Bent #1 of proposed structure which is of such character as to make adjustment prohibitive. On accompaning plan and profile we have indicated location and elevations of the line in case any adjustment of plans for proposed piling are necessary.

Polk County will clear channel of bar under proposed structure and growth debris previous to the time contractor will operate and will also perform all roadway construction operations and will remove existing structure subsequent to construction.

Very truly yours,

BOARD OF COMMISSIONERS
Clinton D. Forbes

By: Clinton D. Forbes,
Chairman

Hand carried to
Ted Rooke 6/12/69
HR

encls.

NOTED
HAROLD
REYNOLDSON

RECEIVED
JUN 12 1969
ENGINEER
COUNTY & CITY DIVISION

NOTED
MAINOR C. HOLMES

NOTED
P. B. [illegible]

NOTED
R. H. PRANGE

Noted
Oscar H. Norberg

NOTED
RICHARD UNREIN

NOTED
DON HARWELL

NOTED
H. S. COX

May 26, 1969

Polk County Board of Commissioners
Courthouse
Dallas, Oregon 97338

Attention Mr. D. J. Walker, County Engineer

South Yamhill River Bridge Section
Grand Ronde Agency Road
FAS 915

Gentlemen:

Enclosed are two prints of preliminary drawings 24693 and 24579 for subject project.

Please note that the design for the structure makes it necessary for the County to make a change in the channel of the river. By utilizing this channel change, the structure will be shorter and so the cost will be less. We understand that there has been some discussion with the County Engineer concerning this channel change and that the County will make this change.

The estimated cost of this structure is $115,000.

If you approve these preliminary plans showing the structure layout and certain channel work to be done by the County, please indicate your approval thereon and by so stating in your letter of transmittal returning one approved set of plans to this office.

Very truly yours,

H. S. Cox
County and City Engineer

By

NOTED
HAROLD
REYNOLDSON

HR
Harold Reynoldson
Planning Engineer

HR:cb
Enc.

bc Ted Rocke

NOTED
RICHARD UNREIN

NOTED
R. H. PRANGE

Noted
Oscar H. Norberg

NOTED
P B Arensmeier

NOTED
DON HARWELL

RECEIVED
JUN 4 - 1969

S-571(1)
7322

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

June 3, 1969

Mr. J. [illegible] Walker
Polk County Engineer
County Shops
Dallas, Oregon 97338

Dear Mr. Walker:

Pursuant to the 1968 Federal-Aid Highway Act, counties are now required to either hold a public hearing or afford the opportunity for one in those instances where the counties are acquiring right of way for a county Federal-aid Secondary project. This procedure of public hearings must be accomplished by Polk County prior to construction of the South Yamhill River Bridge on Agency Road, FAS 915, near Grand Ronde.

To assist you in this matter, you will find the following enclosed material:

1. Bureau of Public Roads, PPM 20-8.
2. Set of instructions for advertising and holding a public hearing.
3. Suggested notices and letters to newspapers.
4. Hearing maps.

You will note by the instructions that the matter of public hearings can be done in two ways. First of all, you may give two weeks notification advising any interested person to request a public hearing, and if no requests are received, a public hearing need not be held. Secondly, you may give 30 days' notice that a public hearing will be held, then hold a hearing and send all the required information to this office.

There is also enclosed a resolution to be adopted by the Board of Commissioners relative to compliance with Section 35 of the 1968 Act. Please return one approved copy to this office as soon as possible. By adopting this resolution and making it a part of the County's records, it will be good not only for this project but for all future FAS-C projects in Polk County.

Please let us know if we can be of further assistance.

Very truly yours,

RHPrange
R. H. Prange
Field Engineer
County and City Division

RECEIVED
JUN 3 1969
OFFICE OF
STATE HIGHWAY ENGINEER

bc F. B. Klaboe
D. C. Barbee
L. H. Young
R. D. Asburry

RHP:eb
Enc.

NOTED
H. S. COX

MEMO TO FILES
May 19, 1969

South Yamhill River Bridge Section
Grand Ronde Agency Road
FAS 915
Polk County

Per a phone conversation with Mr. J. D. Walker, Polk County Engineer, the subject structure is increased from 28' to 32' wide.

Harold Reynoldson
Harold Reynoldson
Planning Engineer
County-City Division

HR:eb

cc J. D. Walker
Ted Roake
C. G. Swenson
R. N. Chase
R. D. Asburry

NOTED
P. B. [illegible]

NOTED
R. H. PRANGE

NOTED
RICHARD UNREIN

NOTED
MAINOR C. HOLMES

NOTED
DON HARWELL

FORM 2-30 (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 12, 1969

To: L. H. Young
PROGRAM & PLANNING ENGINEER

SUBJECT: Authority for Survey
S. Yamhill River Bridge Section
County Road (FAS 915)
Polk County

Herewith for your consideration, Authority for Survey together with prospectus, sketch map, etc., on the subject project which is an approved FASC project. According to our data the County has, or is, to do all field survey and submit all data to the State. Hence the small amount of monies for function number 901, but monies will have to be set up for foundation exploration and designing.

R. D. Asburry

R. D. Asburry
DIVISION ENGINEER

RDA:lf
Attach.

cc: H. S. Cox
I. D. Merchant

RECEIVED
MAY 14 1969
ENGINEER
COUNTY & CITY DIVISION

NOTED
HAROLD REYNOLDSON

NOTED
MAINOR C. HOLMES

NOTED
RICHARD UNREIN

NOTED
P. B. [illegible]

NOTED
R. H. PRANGE

NOTED
DON HARWELL

NOTED
H. S. COX

April 23, 1969

Polk County Board of Commissioners
Courthouse
Dallas, Oregon 97338

Attention Mr. J. D. Walker, Engineer

South Yamhill River Bridge Section
Grand Ronde Agency Road
FAS 915

Gentlemen:

This is to inform you that your requested subject project was approved by the State Highway Commission at their April 22 meeting.

Very truly yours,

H. S. Cox
County and City Engineer

By

NOTED
HAROLD
REYNOLDSON

Harold Reynoldson
Planning Engineer

HR:cb

NOTED
MAINOR C. HOLMES

NOTED
P. B. Arensmeier

NOTED
R. H. PRANGE

NOTED
RICHARD UNREIN

NOTED
DON HARWELL

3-28-69

POLK COUNTY
PROPOSED FAS PROJECT (1969 Funds)

FAS 915 - Grand Ronde Agency Road-South Yamhill River Bridge Section; length 205 feet - $100,000.

Construct a concrete bridge 28 feet in width on improved alignment and install guard rail on approaches. Make provisions for water and gas lines on structure.

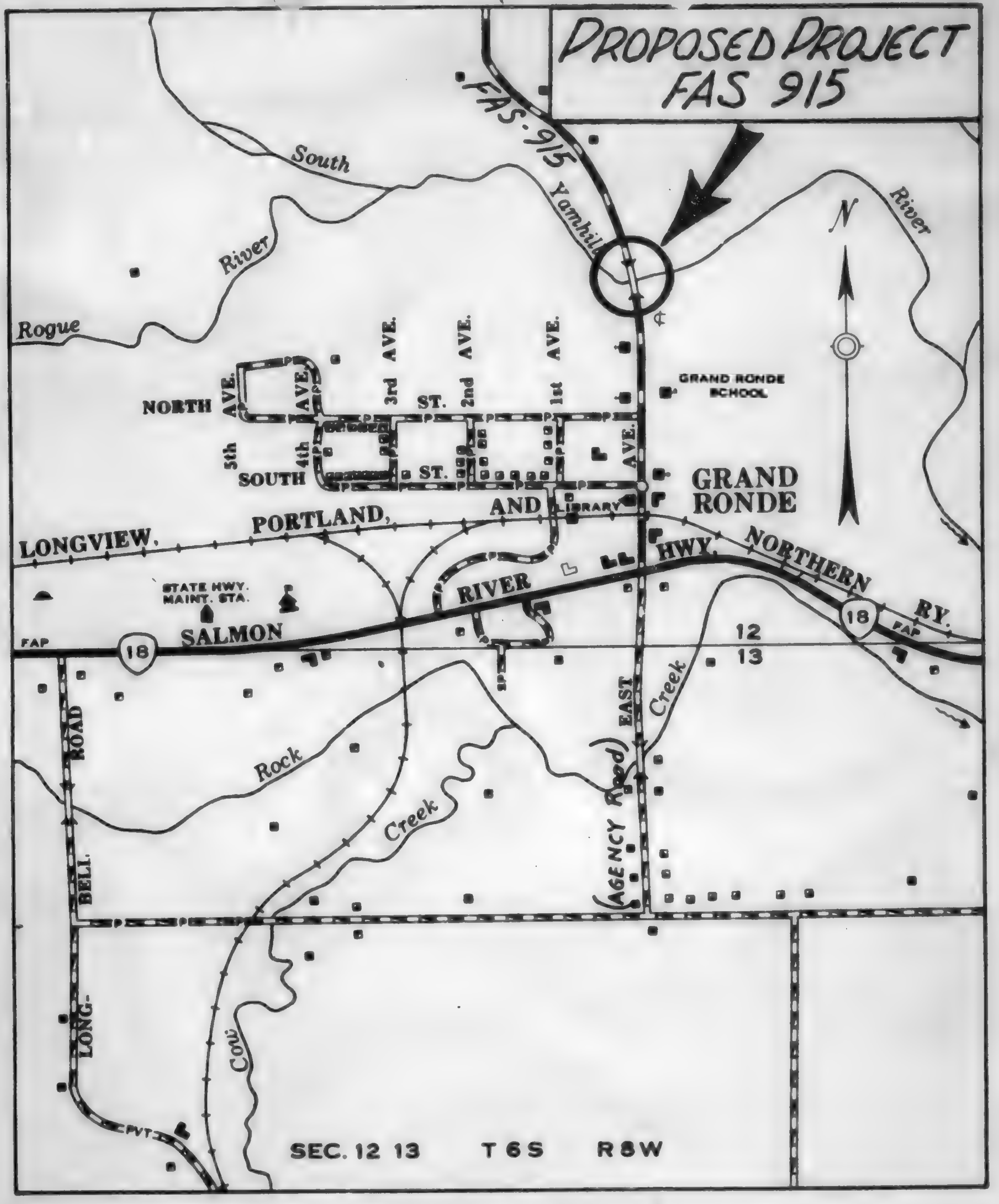
The existing structure is to be used as a detour.

State to make foundation tests.

County will make survey and vicinity map, remove existing bridge, construct connections and approaches and place riprap. County will also write descriptions and acquire the necessary additional right of way. Utilities have to be moved, including power and telephone lines.

Hearing is required.

69-c
3/28/69



GRAND RONDE

POLK COUNTY OREGON

SCALE $\frac{8}{62{,}500}$ 1963

0 0.1 0.2 0.3 0.4 0.5 Miles

ROADSIDE CULTURE AS OF 1961

Polk County Board of Commissioners
County Courthouse
DALLAS, OREGON 97338

CLINTON FORBES
Commissioner
H. B. HILDEBRAND
Commissioner
CLIFFORD JONES
Commissioner

Telephone 623-8171
Extension 44

March 3, 1969

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Re: FAS No. 915

Gentlemen:

Polk County considers a width of 28 feet sufficient for a roadway on this structure over the South Yamhill River. The present and potential traffic, in our opinion, does not warrant a greater width. We therefore request that the width be 28 feet.

Very truly yours,

BOARD OF COMMISSIONERS

Clinton D. Forbes

Clinton D. Forbes,
Chairman

CDF/mc

RECEIVED
MAR 4 - 1969
ENGINEER
COUNTY & CITY DIVISION

To Ted Roake 3/10/69

NOTED
R. H. PRANGE

Also vicinity map

COUNTY ROAD FAS-C PROJECT REQUEST

Name of County POLK FAS No. 915 Date 3-3-69
County Road Name AGENCY # 681
Section Name ____________ Length ____________
Type of Project STRUCTURE ON SO YAMHILL RIVER
Location of Project (Attach sketch map) ____________
ADT ____________ Road Class (Hwy. standard) ____________

I. ROAD PROJECT DATA STRUCTURE ONLY

1. Traveled Surface: Type ________ Width ________

2. Shoulders: Type ________ Width ________
(NOTE: Oiled or paved shoulders required on all Class E or higher projects.)

3. Grading & Drainage:
By County _____ County Date of Completion ________ By Contract _____

4. Bottom Base Course:
By County _____ County Date of Completion ________ By Contract _____
Has base design been given to County? Yes ___ No ___
Will it be furnished? Yes ___ No ___

5. Leveling Course:
By County _____ County Date of Completion ________ By Contract _____

6. Traveled Surface & Shoulders:
By County _____ County Date of Completion ________ By Contract _____

7. Clearing:
By County _____ County Date of Completion ________ By Contract _____

8. Curbs:
Curbs Required? Yes ___ No ___
Type Desired (rolled, exposure, monolithic, special county standard, etc.) ____________
Width between Curbs ____________

9. Are A.C. footpaths behind curbs desired? Yes ___ No ___

10. Are there any structures to be replaced or altered? Yes ___ No ___

11. Will replacement be by: County ______ Contract ______
(NOTE: If by contract, fill out bridge project data on pages 2, 3, and 4.)

12. Will County adjust structure to new grade? Yes ___ No ___

13. Will County adjust structure to additional width? Yes ___ No ___

RECEIVED
MAR 4 - 1969
ENGINEER
COUNTY & CITY DIVISION

68-e, FAS-C

14. Will adjusted width be standard? Yes____ No____
(NOTE: Standard width of structure is traveled way plus full shoulders or 32', whichever is greater. If structure is of substandard width, County must sign same to satisfaction of Bureau of Public Roads.)

15. Does County wish rounding of cutbanks? Yes____ No____

16. Does County wish sight posts installed? Yes____ No____

17. Does County wish guard rail installed? Yes____ No____

18. Does County wish seeding and mulching incorporated into job?
Yes____ No____

19. Does County wish permanent signing and striping? Yes____ No____
(NOTE: State forces will perform signing and striping at 100% cost to County.)

20. Will traffic signals be required? Yes____ No____
If yes, give location and type:______________________________

21. Is project contingent upon other factors? Yes____ No____
(Such as construction and timing, cooperative project by County, tie-in with outside projects, etc.)
If yes, explain:______________________________

Remarks re Section I______________________________

II. BRIDGE PROJECT DATA

1. Name of river or stream SO. FORK YAMHILL RIVER

2. Name of bridge SO. YAMHILL

3. Location (Please attach map with location marked.):______________
Section 1 Township 6S Range 8W W.M.

4. Desired width of bridge ~~28~~ 32' ok! per telephone J.D. Walker.
(NOTE: Standard width of FAS structure is traveled way plus full shoulders or 32', whichever is greater.)

5. Are sidewalks desired? Yes____ No x
Upstream________ Downstream________ Width________

6. Does County wish a particular type of bridge design? Yes____ No____
Such as concrete, steel, or timber structure; concrete, steel, or timber piling; etc. CONCRETE

7. Will County furnish any materials for bridge? Yes___ No_X_
Explain________________________________

8. Foundation Testing:
By County? Yes___ No_X_ By State? Yes_X_ No___

9. Can road be closed during construction? Yes___ No_X_

10. Detour: OLD STRUCTURE TO SERVE AS DETOUR
Required? Yes___ No___ By County? Yes___ No___
By contractor? Yes___ No___

11. Approaches or Connections:
By County? Yes_X_ No___ By contractor? Yes___ No___
Traveled Surface: Type_OIL MAT_ Width_20'_
Shoulders: Type_GRAVEL_ Width_4'_
(NOTE: Approach fills for pile bent structures must be in place prior to bridge construction.)

12. Guard Rail:
Desired on approaches or connections? Yes_X_ No___
Right side only? Yes___ No___ Both sides? Yes_X_ No___
(NOTE: Safety standards require that guard rails be attached to and extend continuously from structure railings. Also, County's approach work must be completed immediately so as not to hinder the contractor's guard rail installation or otherwise delay contract completion.)

13. Existing Structure:
Remain in place? Yes___ No_X_
Use for detour? Yes_X_ No___
Removed by County? Yes_X_ No___
Removed by contractor? Yes___ No_X_
Salvaged by contractor for County? Yes___ No_X_
(NOTE: If existing bridge salvaged by contractor for County, County must pay 100% of salvage value of structure.)

14. If riprap or rock blanket required, to be:
By County? Yes_X_ No___ By contractor? Yes___ No___

15. Will any of the following utilities be attached to this structure?
a. Water Mains: Yes___ No___ Size___
Company_NONE EXISTING_
b. Sanitary Sewer Mains: Yes___ No_X_ Size___
Company___
c. Storm Sewer: Yes___ No_X_ Size___
Company___
d. Gas Mains: Yes___ No___ Size___
Company_NONE EXISTING_

e. Power Lines: Yes___ No X
Company___

f. Telephone Lines: Yes___ No X
Company___

g. Other Utilities? NO

16. Does County wish provisions made for future utility attachment to structure? Yes X No___ WATER GAS

17. Does County wish lightpost bases and conduit installed? Yes___ No X

18. Does County wish complete job of illumination in project?
Yes___ No X

19. Is project contingent upon other factors? Yes___ No X
(Such as construction and timing, cooperative project by County, tie-in with outside projects, etc.)
If yes, explain:___

Remarks re Section II COUNTY WILL CONSTRUCT APPROACHES AND REMOVE OLD STRUCTURE

III. SURVEY DATA

1. Survey, including bridge and railroad vicinity maps, to be done:
By State? Yes___ No X By County? Yes X No___
(NOTE: If project is canceled, County must pay for survey.)

2. Does County have any survey data? Yes X No___

3. Construction plans and specifications to be prepared:
By State? Yes X No___ By County? Yes___ No___

Remarks re Section III___

IV. RIGHT-OF-WAY & UTILITIES DATA

1. What is width of existing right-of-way? Maximum 60' Minimum ____

2. Is any additional right-of-way needed? Yes X No ____

3. Will right-of-way be acquired by: Resolution ____ or Deed X

4. Should State prepare options? Yes ____ No X

5. Should State prepare centerline descriptions for acquiring right-of-way by resolution? Yes ____ No X

6. Should material source site be included in right-of-way descriptions? Yes ____ No X

7. Is there any merchantable timber on right-of-way? Yes ____ No X

8. Will timber be reserved for owner? Yes ____ No ____

9. Will timber become property of contractor? Yes ____ No ____

10. Does project run inside a city? Yes ____ No X
(NOTE: If right-of-way is procured in community with post office or in an incorporated city, an opportunity for a hearing must be afforded.)

11. Are there any utilities (electric, water, gas, sewer, etc.) on private land? Yes X No ____
If yes, give type and name of utility company BONNEVILLE
PGE BELL TEL

12. Are there any utilities (electric, water, gas, sewer, etc.) on existing right-of-way? Yes X No ____
If yes, give type and name of utility company BONNEVILLE XING
PGE BELL TEL

13. Are utilities on existing right-of-way by permit X, or by franchise ____?
(NOTE: County must move all utilities located on present right-of-way.)

14. Are there any irrigation facilities? Yes ____ No X
If yes, give name of irrigation company or district ____
and dates between which water can be turned off: From ____
To ____

15. Are there any railroad crossings? Yes ____ No X

16. Name of Railroad ____

17. Number of Tracks: Mainline ____ Siding ____ Total ____

18. Sight Distance: ____________(Left) ____________(Right)

19. Number of Trains: Passenger_____ Speed_____
Freight _____ Speed_____

20. Angle of Intersection: ________________________________

21. Type of Existing Crossing:
Grade___ Overcrossing___ Undercrossing___

22. Existing Protection:
Advance Warning Signs___ Crossbucks___ Stop Signs___
Automatic Flashing___ Automatic Bell___ Gates___

23. Proposed Protection:________________________________
____

24. Will railroad crossing be altered? Yes___ No___
If yes, specify:________________________________
____

25. Does County wish State to prepare P.U.C. hearing data? Yes___ No___

26. Will P.U.C. application be made by State____, or County____?
(NOTE: County must plead or argue its own case at all P.U.C. hearings.)

27. Will there be any displaced persons from farms, homes, or businesses requiring relocation assistance? Yes___ No___
(NOTE: No property owner shall be required to move from his home, farm, or business without at least 90 days written notice prior to the intended vacation date.)

Remarks re Section IV________________________________
____
____
____

V. MATERIAL SOURCES DATA

1. Gravel_________ Quarry_________ Cinders_________
2. Owner: County_____ State_____ Private_____ Other_____
3. Location: __________ Section_____ Township_____ Range_____ W.M.
4. If County lease, what are royalty payments?________________________
5. Materials furnished by County: Borrow____ Select Topping____
Base Course_____ Level Course_____ Mineral Aggregates_____
Location________________________________
Miscellaneous Items:________________________________

Remarks re Section V

VI. FINANCIAL DATA

1. Estimated Cost: $ 100,000

2. Available FAS Funds: $ 115,000

3. Date match money is available: Available

4. Will there be any 100% County money? Yes___ No X

5. Maximum Amount of 100% County Money Available: $

6. Date County requests letting:

Remarks re Section VI EARLIEST CONVENIENT DATE

UNUSUAL OR COMPLICATED CIRCUMSTANCES:

By Clinton W. Parkes
County Judge or Comm. Chairman

By H B Hildebrand
County Commissioner

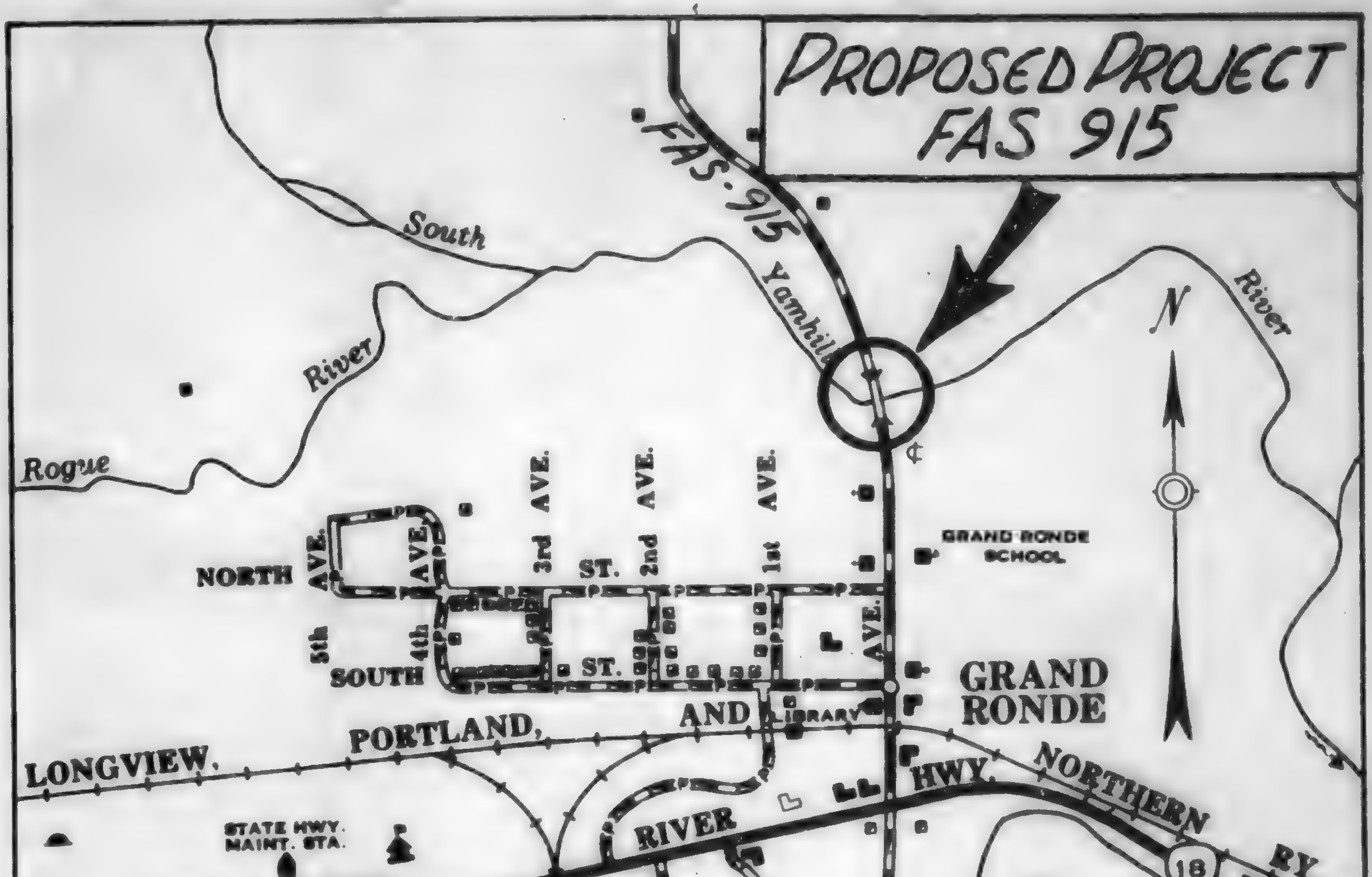
By Clifford R. Jones
County Commissioner

By J. Wall
County Engineer or Roadmaster

County Polk
Date 3-3-69

Robert H. Young
O.S.H.D. Field Engineer

Date 3-5-69



GRAND RONDE

POLK COUNTY OREGON

SCALE $\frac{8}{82\,500}$

1963

0 0.1 0.2 0.3 0.4 0.5 Miles

ROADSIDE CULTURE AS OF 1961

SU-466(8) Sunset Hwy.-Beaverton Sec., 1969
Beaverton-Tigard Hwy. near Beav.
#7323 (Grad., pav., struct. & sign.)

CVA- 3853

5

STATE COPY

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

FINAL INSPECTION AND ACCEPTANCE OF FEDERAL-AID PROJECT CONSTRUCTED UNDER SECONDARY ROAD PLAN

#7323 5-10-73

(PPM 20-5)

INSTRUCTIONS: *State is to complete items 1 - 7 and submit original and three (3) copies to the Federal Highway Administration Division Office.*

1. PROJECT NO. SU-466(8)	2. COUNTY Washington	3. STATE Oregon

4. DESCRIPTION OF IMPROVEMENT AS PROGRAMED

Grade, Drain & High Type Pavement

COPY SENT
MAY 11 1973
REGIONAL OFFICE

#7323

5. CONTRACTOR'S NAME Donald M. Drake Co. & S.S. Mullen Construction	6. CONTRACT AMOUNT $ 4,394,667.06

7. *CERTIFICATION: I certify that the above listed project was completed as programed and in accordance with the procedures and standards contained in the State's approved Secondary Road Plan Agreement. Final acceptance by the Federal Highway Administration is requested.*

SIGNATURE (SHD Official) R. D. Alvey

TITLE Asst Office Engineer

NOTED
H.S. COULTER

8. REMARKS

The project has been completed as programed and in apparent conformity with the procedures and standards contained in the State's Secondary Road Plan Agreement.

Work completed 2/29/72. Final cost $4,166,841.04. Final engineering costs were $468,653.97 or 30% above original estimated amount of $359,213.36. A 104-calendar workday time extension was approved on 11/5/71.

9. IMPROVEMENT AS CONSTRUCTED

ROADBED (Width 65 feet)			STRUCTURES OVER 20-FOOT SPAN	
TYPE CODE NUMBER	NET LENGTH (Miles)	BASE SURFACING WIDTH (Feet)	TYPE CODE NUMBER	NET LENGTH (Miles)
6204 Y030	1.91	65	X220	0.0235
			X721	0.0492
			X721	0.0489
			X221	0.0356
			X221	0.1085
			X781	0.0449

10. FEDERAL HIGHWAY ADMINISTRATION INSPECTION MADE BY W. N. Bryant	11. DATE OF INSPECTION May 4, 1973

12. IN COMPANY WITH
Al Harwood, Reg Constr Engr, OSHD; Howard Harris, Res Engr, OSHD.

5-14-73
cy Constr.
Young

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
13. SIGNATURE W. N. Bryant		16. SIGNATURE G. L. Green G L Green	
14. TITLE Area Engineer	15. DATE 5-4-73	17. TITLE Division Engineer	18. DATE 5-10-73

FORM PR-33C
(Rev. 7-72)

Previous editions of this form are obsolete

RECEIVED
JAN 11 1973

7323

1-8-73

SUMMARY OF 1972 CLAIM REVIEW BOARD ACTIVITIES

The Board met 13 times during the year and seven of these meetings were with contractors to hear claims presented in the total amount of $539,619. The largest of these concerned the Fremont Bridge Piers and this claim had been pending since 1970 meeting with the contractor.

The remaining six claims were all new presentations. At the end of the year, the Board had taken a position on all of them and has no unfinished business before it at the present time.

Three claims were denied in their entirety.

Settlements were secured on three claims. Total amounts specifically claimed on these three was $82,572. Compromise agreements were reached on these three claims totaling $45,407 or 55 percent of the amounts originally claimed. A list of the 1972 claims is attached.

Contractors chose to carry two of the claims from the year previous (1971) on into court actions. The Fountain Slide claim trial was held in 1972 and the State's position was upheld in that the court allowed the contractor nothing. The Wilsonville (Lord Bros.) claim has been filed in court with a trial expected some time in 1973.

Since its first meeting in October, 1967, the Claims Board has heard disputes involving 38 highway contracts.

John A. Bond, Secretary
Claims Review Board

JAB:fw
Attach.
cc: F. B. Klaboe
E. S. Hunter
R. L. Schroeder
L. I. Lindas
V. E. Skoog

RECEIVED
STATE HWY ENGR
JAN 8 '73
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

1972 CONTRACT CLAIMS SUBMITTED TO CLAIMS REVIEW BOARD

Contract Number	Section	Claim Amount
7124	Fremont Bridge Piers (2nd presentation)	$242,922.69
	Denied. (carried over from 1970).	
7610	Eastside (Isthmus Slough) Bridge	Wanted a force account basis to finish plus $6,967.77 for added work.
	Settled for pro-rated steel tonnage correction = $7,530.66 + $6,967.77 as requested.	
7555	Longview Interchange Section	$ 62,388.18
	Compromise settlement for $30,000 plus time extension.	
7323	Sunset Highway-Beaverton	$143,087.00
	Denied	
7627	Nehalem Bay State Park	$ 13,216.00
	Settlement for $8,439 and terminate contract.	
7366	McAlister Lane U'Xing	$ 40,281.68
	Paid $429.83 on one part; denied rest.	
7577	Siletz River (Kernville) Bridge	$ 30,756.08
	Denied.	

JAB:fw
January 8, 1973

S

OCT 6 - 1972

7323

October 5, 1972

The Travelers Indemnity Co.
700 Main Street
Hartford, Connecticut 06108

Gentlemen:

A post-final payment for $5,341.40 will be made to Donald M. Drake Company and S. S. Mullen Construction on Contract No. 7321 for work on the Sunset Highway-Beaverton Section of the Beaverton-Tigard Highway in Washington County as soon as the warrant is prepared.

The total amount paid on this contract will be $4,615,564.27 including the post-final payment. Of the total $34,919.41 is for force account.

Very truly yours,

C. W. Head, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm
cc Donald M. Drake Company
and S. S. Mullen Construction
1740 N. W. Flanders Street
Portland, OR 97209

Miller and Anne - Feragren
729 S.W. Alder
Portland, OR 97205

C. T. Kenney
Walt Hart
V. E. Skoog Attn: W. L. Mouser
L. W. Dallion

5

RECEIVED
SEP 29 1972
FOR FILING

7323

September 28, 1972

The Travelers Indemnity Co.
700 Main Street
Hartford, Connecticut 06115

Gentlemen:

Contract No. 7323 awarded to Donald M. Drake Company and S. S. Mullen Construction for work on the Sunset Highway-Beaverton Section of the Beaverton-Tigard Highway in Washington County was completed on February 29, 1972, and accepted by the Highway Commission on September 26, 1972.

Final payment in the amount of $19,737.13 will be released to the contractor after October 3, 1972. The total contract amount is $4,610,288.87 including $24,919.41 for work performed under force account.

There are no outstanding claims for labor or material filed against the contract.

Very truly yours,

C. W. Reed, Secretary
OREGON STATE HIGHWAY COMMISSION

flm

cc Donald M. Drake Co.
and S. S. Mullen Constr.
1740 N. W. Flanders St.
Portland, Oregon 97209

Miller & Ames - Forsgren
729 S.W. Alder
Portland, Oregon 97205

C. T. Keasey
Walt Hart
V.E. Strong Attn: W. L. Messer
L. W. Bulien

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • • • SALEM, OREGON • • • 97310

5

7323

August 29, 1972

Mr. Frank E. Blake, Jr.
Operations Manager
S. S. Mullen Construction
P. O. Box 3886
Seattle, Washington 98124

RE: Sunset Highway-Beaverton
Contract No. 7323
Silt Cut Claim

Dear Mr. Blake:

In response to your August 18 letter requesting further details about the Claims Review Board action on your silt cut claim, I can only advise you that no formal minutes of the Review Board's deliberations are kept. As you are probably aware the claims Review Board is not a statutory group nor is it even organized pursuant to a Highway Commission resolution. It is merely an "in house" group who make recommendations to the Highway administration and Highway commission on the settlement or other disposition of contractors claims.

The reason your claim was rejected is, the board doesn't believe you have anything coming.

Very truly yours,

John A. Bond, Secretary
Claims Review Board

JAB:sat

cc: G. Baldwin
✓F. B. Klaboe
F. C. McKinney
L. W. Rulien

RECEIVED
STATE HWY ENGR
AUG 29'72
REFER TO
FOR
Info | [illegible] | R/D | D/R | Sign | Act | File

Form E-123

#7322

STATE COPY

5

MONTHLY TRANSACTION NUMBER 8-42	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	STATE Oregon
PROJECT REPORT NUMBER 9	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	COUNTY Washington
MODIFICATION NUMBER 2	(PPM 21-7) 8-14-72	PROJECT NUMBER SU-466(8)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on December 11, 1969, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 4,971,360	$ 5,147,373
Federal Funds	$ 3,158,700	$ 3,250,000
Other revisions		

This modification is made for the following reasons:

Increase in cost due to final claim settlement.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 14th day of August, 1972.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Department)

By ESHunter

Assistant State Highway Engineer
(Title)

By ______________________

____
(Title)

By ______________________

____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By EJ Valach
for Acting (Division Engineer)
G. L. Green

Form PR-2A (Rev. 5-71) Existing stocks of Form PR-2A (Rev. 4-70) will be used. GPO 915-869

Oregon State Highway Division

Federal-aid
Project No. SU-466(8)

SUNSET HIGHWAY-BEAVERTON SECTION OF THE BEAVERTON-TIGARD HIGHWAY IN WASHINGTON COUNTY

Salem, Oregon, August 8, 1972

Revised Project Agreement Estimate.

Type Code 6204
Roadway (Sta. 94+05.80 to Sta. 195+00)(Contract 7323)

Subtotal on previous estimate of March 13, 1972		$3,159,153.25
Additional Item		
P.A. 34 Claim Settlement Project Plan Changes	Lump Sum	160,012.00
	Subtotal	$3,319,165.25
	Engr. & Cont.*	328,182.75
	Total	$3,647,348.00

*Reduced in accordance with par. 5 (Project Field Office) of PPM 30-6.

Total for Traffic Signals same as estimate of Nov. 25, 1969	$ 45,343.00
Total for Structures same as estimate of Nov. 25, 1969	1,454,682.00

Length of Roadway - - - - - - - - - -	1.843 miles
Length of Structures- - - - - - - - -	0.068 mile
Total	1.911 miles

Cost of Roadway Per Mile- - - - - - $1,979,027.68

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$3,647,348.00	$2,296,900.00	$1,350,448.00
Traffic Signals	45,343.00	28,800.00	16,543.00
Structures	1,454,682.00	924,300.00	530,382.00
Total	$5,147,373.00	$3,250,000.00	$1,897,373.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Prefix: 134-1045
G - 1 - 100%

#7223

STATE COPY

Monthly-transaction number 3-65	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION Bureau of Public Roads	State Oregon
Project report number 8	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Washington
Modification number 1	(PPM 21-7) 3-17-72	Project number SU-466(8)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on December 11, 19 69, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 4,868,900	$ 4,971,360
Federal funds	$ 3,093,600	$ 3,158,700
Other revisions		

This modification is made for the following reasons:

Increase in cost for additional work.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 17 th day of March, 19 72.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Department)

By E S Hunter

Assistant State Highway Engineer
(Title)

By ______

______
(Title)

By ______

______
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

By G Green
(Division Engineer)

For R. E. Simpson

Form PR-2A (Rev. 4-70) Existing stocks of Form PR-2A (Rev. 10-68) will be used.

Oregon State Highway Division

Federal-Aid
Project No. SU-466(8)

SUNSET HIGHWAY-BEAVERTON SECTION OF THE BEAVERTON-TIGARD HIGHWAY IN WASHINGTON COUNTY

Salem, Oregon, March 13, 1972

Revised Project Agreement Estimate.

Type Code 6204
Roadway (Sta. 94+05.80 to Sta. 195+00) (Contract No. 7323)

Subtotal on previous estimate of November 25, 1969			$3,066,007.25
Additional Items			
P.A. 10 Type 3 Fence	800 rod	24.00	$ 19,200.00
P.A. 15 General Excavation, Unclassified	7,450 cu.yd.	4.40	32,780.00
P.A. 21 Embankment in Place	45,740 cu.yd.	0.90	41,166.00
	Net Increase		$ 93,146.00
	Subtotal		$3,159,153.25
	Engr. & Cont.*		312,181.75
	Total		$3,471,335.00

*Reduced in accordance with Par. 5 (Project Field Office) of PPM 30-6.

Total for Traffic Signals same as previous estimate of Nov. 25. 1969.	$ 45,343.00
Total for Structures same as previous estimate of Nov. 25, 1969.	$1,454,682.00

Length of Roadway ----------	1.843 miles
Length of Structures --------	0.068 mile
Total	1.911 miles

Cost of Roadway per mile ----- $1,883,524.14

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	Federal Funds
Roadway	$3,471,335.00	$2,205,600.00	$1,265,735.00
Traffic Signals	45,343.00	28,800.00	16,543.00
Structures	1,454,682.00	924,300.00	530,382.00
Total	$4,971,360.00	$3,158,700.00	$1,812,660.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1931; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Prefix 134-1045

G-1 = 100%

C

STATE COPY

For pproved; Budget Bureau No. 04-R2089.1

MONTHLY TRANSACTION NO. 12-27

PROJECT REPORT NO. 5

FORM PR-2 (REV. 5-69) U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

12-11-69

TE Oregon

COUNTY Washington

PROJECT NO. SU 466(8)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Sunset Highway-Beaverton Section of the Beaverton-Tigard Highway

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		▨
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		▨
CONSTRUCTION	10-21-69	1.911

OTHER *(Specify)*

FUNDS Pro rata 63.54 per cent

ESTIMATED TOTAL COST OF PROJECT $ 4,868,900

FEDERAL FUNDS $ 3,093,600.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Department)

By P. B. Klaboe

Assistant State Highway Engineer
(Title)

By ____________________

____
(Title)

By ____________________

____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
Federal Highway Administration
Bureau of Public Roads

By G. L. Greene
(Division Engineer)

For: R. E. Simpson

Date executed by Division Engineer DEC 11 1969

EXISTING STOCKS OF PR-2 (REV. 5-66) WILL BE USED

Oregon State Highway Division

Federal-Aid
Project No. SU-466(S)

SUNSET HIGHWAY-BEAVERTON SECTION OF THE BEAVERTON-TIGARD HIGHWAY IN WASHINGTON COUNTY

Project agreement estimate.

Salem, Oregon, November 25, 1969

Type Code 6204
Roadway (Sta. 94+05.80 to Sta. 195+00) (Contract No. 7323)

Furnishing Field Laboratory Building	1	only	3,733.00	$ 3,733.00
Temporary Protection & Direction of Traffic	All	Required		58,477.00
Clearing & Grubbing	All	Required		245,000.00
General Excavation, Unclassified	788,000	cu.yd.	0.73	575,240.00
Embankment Foundation Excavation, Unclassified	15,000	cu.yd.	2.00	30,000.00
Overhaul	287,000	C-yd.Sta.	0.30	86,100.00
Finishing Roadbed and Slopes	All	Required		35,000.00
Trench Excavation	22,200	cu.yd.	6.00	133,200.00
Special Backfill in Drains	1,550	cu.yd.	8.00	12,400.00
Furnishing and Placing Topsoil	30,000	cu.yd.	1.50	45,000.00
Watering	13,800	M-gal.	3.00	41,400.00
Obliteration of Roadway	2,000	sq.yd.	0.50	1,000.00
Pavement Replacement	350	sq.yd.	10.00	3,500.00
1" - 0 Material in Base	10,800	ton	5.00	54,000.00
Stone Base	13,700	ton	5.00	68,500.00
Cement-Treated Base Mixture	103,000	ton	4.00	412,000.00
Portland Cement in CTB Mixture	5,660	ton	28.00	158,480.00
RS-1 Asphalt in Seal	270	ton	100.00	27,000.00
Asphalt in Tack Coat	12	ton	125.00	1,500.00
Class "B" Asphalt Concrete Mixture	39,000	ton	6.05	235,950.00
Asphalt Cement in Mixture	2,340	ton	30.00	70,200.00
12-inch Reinforced Concrete Bridge End Panels	1,600	sq.yd.	19.35	30,960.00
Class "A" Concrete in Box Culverts	500	cu.yd.	49.25	24,625.00
Reinforcement in Box Culverts	100,000	lbs.	0.1265	12,650.00
15-inch Paved Culvert End Slopes	2	only	300.00	600.00
18-inch Paved Culvert End Slopes	1	only	500.00	500.00
36-inch Paved Culvert End Slopes	2	only	750.00	1,500.00
12-inch Culvert Pipe	200	lin.ft.	4.00	800.00
15-inch Culvert Pipe	160	lin.ft.	5.50	880.00
18-inch Culvert Pipe	180	lin.ft.	6.50	1,170.00
36-inch Culvert Pipe	280	lin.ft.	12.00	3,360.00

8-inch Storm Sewer Pipe	3,700	lin.ft.	3.00	$ 11,100.00
12-inch Storm Sewer Pipe	2,880	lin.ft.	5.00	14,400.00
15-inch Storm Sewer Pipe	1,740	lin.ft.	6.00	10,440.00
18-inch Storm Sewer Pipe	1,400	lin.ft.	9.00	12,600.00
21-inch Storm Sewer Pipe	460	lin.ft.	11.00	5,060.00
24-inch Storm Sewer Pipe	390	lin.ft.	14.00	5,460.00
27-inch Storm Sewer Pipe	3,320	lin.ft.	15.00	49,800.00
30-inch Storm Sewer Pipe	1,380	lin.ft.	18.00	24,840.00
36-inch Storm Sewer Pipe	2,340	lin.ft.	23.00	53,820.00
42-inch Storm Sewer Pipe	410	lin.ft.	32.00	13,120.00
48-inch Storm Sewer Pipe	22	lin.ft.	40.00	880.00
8-inch Sanitary Sewer Pipe	1,960	lin.ft.	3.00	5,880.00
6-inch Drain Pipe	720	lin.ft.	2.00	1,440.00
8-inch Drain Pipe	4,660	lin.ft.	3.00	13,980.00
Vertical Alternate Flasing Beacon	2	only	270.00	540.00
Concrete Manholes	46	only	550.00	25,300.00
Drop Manholes	4	only	2,000.00	8,000.00
Special Manholes	1	only	1,850.00	1,850.00
Concrete Inlets, "B"	6	only	160.00	960.00
Concrete Inlets, G-1	55	only	200.00	11,000.00
Concrete Inlets, CG-1	12	only	200.00	2,400.00
Concrete Inlets, G-2M	12	only	150.00	1,800.00
Concrete Inlets, G-2MA	6	only	250.00	1,500.00
Adjusting Manholes	6	only	75.00	450.00
Reconstructing Concrete Manholes	2	only	150.00	300.00
Adjusting Inlets	5	only	75.00	375.00
Concrete Curbs	800	cu.yd.	38.40	30,720.00
Concrete Islands	105	cu.yd.	39.00	4,095.00
Concrete End Pieces	2	only	155.00	310.00
Concrete Driveways	25	sq.yd.	6.50	162.50
4-inch Concrete Surfacing	780	sq.yd.	4.50	3,510.00
Extra for A.C. Concrete Approaches	10	only	50.00	500.00
Extra for A.C. Concrete Walks	1,700	sq.yd.	2.75	4,675.00
Guide Posts, W-1	75	only	7.00	525.00
Guide Posts, Y-1	24	only	7.00	168.00
Guide Posts, Y-2	250	only	7.50	1,875.00
Guard Rail, Type 1	80	lin.ft.	3.00	240.00
Guard Rail, Type 2	950	lin.ft.	2.60	2,470.00
Guard Rail, Type 2A	8,400	lin.ft.	3.60	30,240.00
Median Barrier	8,700	lin.ft.	5.10	44,370.00
Guard Rail Terminal Anchors	22	only	190.00	4,180.00
Barricade, Type 2	660	lin.ft.	4.00	2,640.00
Extra for Guard Rail Bridge Connections	22	only	150.00	3,300.00
Type 3 Fence	350	rod	24.00	8,400.00
4' Type 3 Single Gates	1	only	175.00	175.00
Roadside Seeding	30	acre	75.00	2,250.00
Roadside Mulching	30	acre	155.00	4,650.00

Grass Seed Mixture	900	lb.	1.00	$ 900.00
Inorganic Fertilizer, 22-16-8	120	cwt.	10.00	1,200.00
1½-inch Electrical Conduit	1,400	lin.ft.	1.80	2,520.00
2½-inch Electrical Conduit	150	lin.ft.	3.00	450.00
3-inch Electrical Conduit	300	lin.ft.	3.50	1,050.00
Signing				
Sign Support Footings	All	Required		14,675.00
Breakaway Sign Posts	All	Required		7,970.00
Pipe Sign Posts	All	Required		995.00
Single Sign Supports	All	Required		7,400.00
Double Sign Supports	All	Required		800.00
Cantilever Sign Structures	All	Required		9,075.00
Sign Bridge Structures	All	Required		60,200.00
Revise Existing Sign Bridge, Sta. "EB" 3136+45	All	Required		400.00
Mast Arms and Support Columns, Sta. "L" 134+00 Rt. & 150+50 Lt.	All	Required		1,400.00
Structure Mounts	All	Required		5,300.00
Joint Use Pole Sign Frames	All	Required		450.00
Sign Illumination Equipment	All	Required		22,889.00
Painted Wood Sign Posts	All	Required		2,200.00
Type "A" Signs in Place	4,315	sq.ft.	6.55	28,263.25
Type "C" "D" & "R" Signs in Place	1,295	sq.ft.	3.50	4,532.50
Type "E" & "U" Signs in Place	183	sq.ft.	4.00	732.00
Thermaplastic Pavement Arrows	13	only	90.00	1,170.00
Illumination				
Roadway Illumination Installation, Complete	All	Required		7,468.00
Retaining Walls				
Class "A" Concrete in Retaining Walls	460	cu.yd.	85.00	39,100.00
Reinforcement in Retaining Walls	48,000	lb.	0.1340	6,432.00
Ripe Handrail	280	lin.ft.	7.00	1,960.00
				$3,031,007.25
Flagging (60% of Contractors Cost)	All	Required		$ 25,000.00
Slide Correction	All	Required		10,000.00
				$ 35,000.00
	Sub-total			3,066,007.25
	*Engr. & Cont.			302,867.75
	Total			$3,368,875.00

* Reduced in accordance with Par.5 (Project Field Office) of PPM 30-6.

Type Code Y030
Traffic Signals (Sta. L2 142+59.78) (Sta. F2 172+90) (Contract No. 7323)

Traffic Signal Installation complete	All Required	$ 41,221.00
	Subtotal	$ 41,221.00
	10% Engr. & Cont.	4,122.00
	Total	$ 45,343.00

Type Code X 220
"A" Leg O'xing Sta. No. 9606 (Sta. "A" 97+56 to Sta. "A" 98+80) Length 124' (Contract No. 7323)

Shoring, Cribbing, Etc.	All Required		$ 758.00
Structural Excavation	280 cu.yd.	$ 10.00	2,800.00
Structural Excavation, Below Elev. shown	25 cu.yd.	10.00	250.00
Class "A" concrete (506 cy.)	All Required		54,744.00
Reinforcement (83,500 lb)	All Required		10,985.00
Two Tube Metal Railing	248 lin.ft.	13.50	3,348.00
Pedestrian Handrail	124 lin.ft.	16.50	2,046.00
1¼-inch Electrical Conduit	170 lin.ft.	1.70	289.00
Preparation of Slopes	380 sq.yd.	0.60	228.00
Slope Paving	330 sq.yd.	9.60	3,168.00
Berm Paving	55 sq.yd.	9.60	528.00
			$ 79,144.00

Type Code X721
Parkway Street U'xing Sta. No. 9607 (Sta. L 99+95.84) Length 260' (Contract No. 7323)

Shoring, Cribbing, Etc.	All Required (28%)		$ 1,274.00
Structural Excavation	560 cu.yd.	5.50	3,080.00
Structural Excavation, Below Elevation Shown	50 cu.yd.	5.50	275.00
Furnish Steel Piling	270 lin.ft.	3.20	864.00
Drive Steel Piles	12 only	104.00	1,248.00
Splice Steel Piles	4 only	15.00	60.00
Class "A" Concrete (1,095 cu.yd.)	All Required(19%)		125,020.00
Reinforcement (293,700 lb)	All Required(16%)		33,556.32
Two Tube Metal Railing	517 lin.ft.	13.50	6,979.50
6-inch Standard Steel Pipe	80 lin.ft.	8.85	708.00

8-inch Standard Steel Pipe	90 lin.ft.	22.50	$ 2,025.00
8-inch metal Unperf. Drain Pipe, Type "A" Coating	200 lin.ft.	3.00	600.00
1¼-inch Electrical Conduit	65 lin.ft.	1.67	108.55
2-inch Electrical Conduit	300 lin.ft.	1.90	570.00
Preparation of Slopes	290 sq.yd.	0.60	174.00
Slope Paving	290 sq.yd.	9.60	2,784.00
Install 12-inch Steel Water Pipe	280 lin.ft.	40.00	11,200.00
			$190,526.37

Type Code X721
Wilshire Street U'xing Str. No. 9608 (Sta. L 103+98.88) Length 258' (Contract No. 7323)

Shoring, Cribbing, Etc.	All Required (20%)		$ 910.00
Structural Excavation	500 cu.yd.	$ 5.50	2,750.00
Structural Excavation Below Elevation Shown	50 cu.yd.	5.50	275.00
Class "A" Concrete (1,755 cu.yd.)	All Required (30%)		197,400.00
Reinforcement (563,700 lb.)	All Required (31%)		65,015.37
Two Tube Metal Railing	517 lin.ft.	13.50	6,979.50
Pedestrian Handrail	507 lin.ft.	16.50	8,365.50
1-inch Electrical Conduit	30 lin.ft.	1.00	30.00
1¼-inch Electrical Conduit	270 lin.ft.	1.67	450.90
1½-inch Electrical Conduit	235 lin.ft.	1.80	423.00
Preparation of Slopes	150 sq.yd.	0.60	90.00
Slope Paving	150 sq.yd.	9.60	1,440.00
Install 6-inch Steel Water Pipe	290 lin.ft.	9.00	2,610.00
6-inch Cast Iron Sanitary Sewer Pipe	340 lin.ft.	5.00	1,700.00
			$288,439.27

Type Code X221
Tualatin Valley Highway O'xing. Str. No. 9611 (Sta. L 2 170+71 to Sta L 2 172+59)
(Contract No. 7323)

Shoring, Cribbing, Etc.	All Required(26%)		$ 1,183.00
Structural Excavation	860 cu.yd.	$ 5.50	4,730.00
Structural Excavation Below Elevation Shown	80 cu.yd.	5.50	440.00
Furnish Treated Timber Piling	10,290 lin.ft.	1.42	14,611.80
Drive Timber Piles	246 only	31.00	7,626.00
Class "A" Concrete (1,544 cu.yd.)	All Required(27%)		177,660.00

Reinforcement (497,700 lb.)	All Required(28%)		$ 58,723.56
Two Tube Metal Railing	376 lin.ft.	$ 13.50	5,076.00
8-inch Metal Unperf. Drain Pipe, Type "A" Coating	110 lin.ft.	3.00	330.00
1-inch Electrical Conduit	130 lin.ft.	1.00	130.00
1¼-inch Electrical Conduit	95 lin.ft.	1.67	158.65
1½-inch Electrical Conduit	260 lin.ft.	1.80	468.00
Preparation of Slopes	1,080 sq.yd.	0.60	648.00
Slope Paving	930 sq.yd.	9.60	8,928.00
Berm Paving	160 sq.yd.	9.60	1,536.00
			$282,249.01

Type Code X221

Beaverton Hillsdale Hwy. O'xing Sta. No. 9612 (Sta. L 2 182+08.50 to Sta. L 2 187+81.50)
(Contract No. 7323)

Shoring, Cribbing, Etc.	All Required(26%)		$ 1,183.00
Structural Excavation	730 cu.yd.	$ 5.50	4,015.00
Structural Excavation, Below Elevation Shown	60 cu.yd.	5.50	330.00
Furnish Treated Timber Piling	12,015 lin.ft.	1.42	17,061.30
Drive Timber Piles	228 only	31.00	7,068.00
Class "A" Concrete (1,395cu.yd.)	All Required(24%)		157,920.00
Reinforcement (450,000 lb.)	All Required(25%)		52,431.75
Two Tube Metal Railing	346 lin.ft.	13.50	4,671.00
8-inch Metal Unperf. Drain Pipe Type "A" Coating	70 lin.ft.	3.00	210.00
1-inch Electrical Conduit	110 lin.ft.	1.00	110.00
1¼-inch Electrical Conduit	180 lin.ft.	1.67	300.60
1½-inch Electrical Conduit	85 lin.ft.	1.80	153.00
Preparation of Slopes	1,080 sq.yd.	0.60	648.00
Slope Paving	930 sq.yd.	9.60	8,928.00
Berm Paving	160 sq.yd.	9.60	1,536.00
			$256,565.65

Type Code X781

Center Street U'xing Str. No. 9609 (Sta. L156+49.39) Length 237' (Contract No. 7323)

Shoring, Cribbing, Etc.	All Required		$ 758.00
Structural Excavation	360 cu.yd.	$ 3.50	1,260.00
Structural Excavation, Below Elevation Shown	30 cu.yd.	3.50	105.00
Furnish 14-inch Prestressed Concrete Piling	5,000 lin.ft.	4.10	20,500.00

Drive Prestressed Concret	100 only	$ 85.00	$ 8,500.00
Class "A" Concrete (568 cu.yd.)	All Required		63,970.00
Class "AA" Concrete (560 cu.yd.)	All Required		63,914.00
Prestressing Steel (62,400 lb.)	All Required		27,900.00
Reinforcement (171,200 lb.)	All Required		22,100.00
Two Tube Metal Railing	474 lin.ft.	13.50	6,399.00
Pedestrian Handrail	237 lin.ft.	16.50	3,910.50
8-inch Standard Steel Pipe	80 lin.ft.	20.00	1,600.00
8-inch Metal Unperf. Drain Pipe Type "A" Coating	190 lin.ft.	3.00	570.00
Preparation of Slopes	140 sq.yd.	0.60	84.00
Slope Paving	140 sq.yd.	9.60	1,344.00
Install 6-inch Steel Water Pipe	260 lin.ft.	10.00	2,600.00
			$ 225,514.50
	Subtotal		$1,322,438.80
	10% Eng. & Cont.		132,243.20
	Total		$1,454,682.00

Length of Roadway	1.843 mile
Length of Structures	0.068 mile
Total Length of Project	1.911 mile

Cost of Roadway per mile - - - - - - - $1,827,930.00

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$3,368,875.00	$2,140,500.00	$1,228,375.00
Traffic Signals	45,343.00	28,800.00	16,543.00
Structures	1,454,682.00	924,300.00	530,382.00
Total	$4,868,900.00	$3,093,600.00	$1,775,300.00

State Funds for Const: Chap. 175, Laws 1917; Chap. 31, Laws 1931;
Chap. 529, Laws 1939.
State Funds for Maint: Chap. 529, Laws 1939.

G-1-100%
Prefix 134-1045

SUNSET HIGHWAY-BEAVERTON SECTION
SU-466(8)

Nonparticipating-State Work

General Telephone	All Required	$ 2,500.00
Portland General Electric	All Required	1,200.00
Pacific N. W. Bell	All Required	1,200.00
West Slope Water District	All Required	4,500.00
West Slope Sanitary District	All Required	600.00
Wolf Creek Hwy. Water District	All Required	50,000.00
Cedar Hills Homes Assoc.	All Required	500.00
		$60,500.00

RECEIVED
MAR 16 1972

FOR FILING

7323

March 15, 1972

Feenaughty Machinery Company
P. O. Box 13279
Portland, Oregon 97213

Attention: William F. Richardson
Treasurer

Gentlemen:

Thank you for your letter of March 8, 1972, advising us that you have received a check from Mullen Corporation in the amount of $850 leaving a balance due of $347.67.

Our records indicate this is in connection with your claim filed with the Secretary of State on January 19, 1972, against the Donald M. Drake Company and S. S. Mullen Construction Contract No. 7323 for work on the Sunset Highway-Beaverton Section of the Beaverton-Tigard Highway in Washington County.

This information is being noted in our records and we will advise the surety and the principal contractors of the receipt of your letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc Donald M. Drake Company
and S. S. Mullen Construction
The Travelers Indemnity Company
Miller and Ames - Forsgren

NOTED ON CARD
3-15-72

CWH:fkn

Feenaughty
MACHINERY
COMPANY

282-2566

4800 NORTHEAST COLUMBIA BLVD. (P. O. BOX 13279, PORTLAND, OREGON 97213)

March 8, 1972

Mr. Floyd Query
Secretary
Oregon State Highway Commission
Salem, Oregon 97310

Re: Lien against Donald M. Drake & S. S. Mullens Co.
Job - Contract No. 7323 - Sunset Highway, Beaverton Section.

Dear Mr. Query:

On January 10, 1972 we wrote you asking you to put a lien against the State Highway Job No. 7323. This lien would have been against S. S. Mullens Co. in the amount of $1197.67. You wrote to us on January 18 acknowledging our letter and stating you were putting a lien against the job in this amount and notifying the Travelers Indemnity Company who furnished the bond.

You asked us to notify you if we received any monies for their account. We have today received a check from Mullens Corporation in the amount of $850.00 covering our invoice #10-6170. Still outstanding is our invoice #11-6124 for $347.67. Would you please change our lien from $1197.67 to $347.67.

Thank you for your co-operation.

Very truly yours,

FEENAUGHTY MACHINERY CO.

Wm. F. Richardson

Wm. F. Richardson
Treasurer

WFR/m
cc: Travelers Indemnity Co.

RECEIVED
[illegible] - 1972
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUE

ROAD BUILDING MACHINERY • CONTRACTORS' EQUIPMENT AND SUPPLIES

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL.

NOTED
C. W. HEAD

RECEIVED
[illegible]
FOR FILING

5

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • • • SALEM, OREGON • • • 97310

7323

August 11, 1972

S. S. Mullen Construction
Box 3886
Seattle, Washington 98124

Attention: Mr. Frank E. Blake, Jr.

RE: Sunset Highway-Beaverton Section
Contract No. 7323

Gentlemen:

You and Mr. Leffler met with the State Highway Claims Review Board on August 1 concerning your so-called "silt cut claim" on the subject project.

This is to advise that the Board has now completed their review of this matter and their finding is to reject the claim in its entirety.

Very truly yours,

John A. Bond, Secretary
Claims Review Board

JAB:fw

cc F. B. Klaboe
L. W. Rulien

NOTED
F. B. KLABOE

RECEIVED
AUG 11 1972
OFFICE OF
STATE HIGHWAY ENGINEER

Form E-123

7323

5

FORM E-1 (REV 10-69)

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: Sunset Hwy.-Beaverton

WEEK ENDING: August 5, 1972

SECTION PREFIX: 134-1045

HIGHWAY: Beaverton-Tigard

COUNTY: Washington

NAME OF JOB: Sunset Hwy.-Beaverton Section

KIND OF WORK: Grading, Paving, Structures and Signing

CONTRACTOR: Donald M. Drake & S. S. Mullen

CONTRACT NUMBER: 7323

FEDERAL AID PROJECT NUMBER: SU-466(8)

DATE OF CONTRACT: November 18, 1969

DATE WORK STARTED: January 5, 1970

ESTIMATED COMPLETION DATE:

AVERAGE FORCE ON PROJECT FOR THE WEEK:

MEN: 0 SUPERVISION: 0

SPECIFIED WORK DAYS
SPECIFIED ~~CALENDAR~~ work DAYS 549

WORK DAYS USED
~~CALENDAR~~ work DAYS USED 549

SPECIFIED COMPLETION DATE:

PERCENT OF TIME ELAPSED: 100%

PROJECT AUTHORIZATION: $ 5,051,437.93

EXCLUSIVE OF ENGINEERING: $ 4,692.224.57

ENGINEERING AUTHORIZATION: $ 359,213.36

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100%

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 4,664,031.24

ENGINEERING COST TO DATE: $ 468,653.97

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100%

ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN . . . . . . 0.6 %

PERCENT OF AUTHORIZATION . . . . . 130.5 %

DATE PROJECT WAS COMPLETED: February 29, 1972

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		
100	100	100	100	100			

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	1.91	1.91		1.91	1.91
MILES PARTIALLY COMPLETED	1.91	1.91		1.91	1.91
MILES COMPLETED	1.91	1.91		1.91	1.91
TOTAL ESTIMATED QUANTITIES (CONTRACT)	788,000 cy	127,500 T		282 T	39,000 T
TOTAL QUANTITIES CORRECTED TO DATE	794,510 cy	106,470 T		205 T	38,222 T
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	794,510 cy	106,470 T		205 T	38,222 T
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK: None

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	9606	9607	9608	9609	9611	9612	Walls	RCBC	Signs	Signals
PERCENT	100	100	100	100	100	100	100	100	100	100

	WEATHER	calendar WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	Fair			
MONDAY	"			
TUESDAY	"			
WEDNESDAY	"			
THURSDAY	"			
FRIDAY	"			
SATURDAY				

RECEIVED
AUG 7 1972
CONSTRUCTION SECTION
Routing
Keasey
Bond
Walker
Johnsen
Prase
Glenn
Litchfield
Berg

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

July 30 SUNDAY	
MONDAY 31	
Aug. 1 TUESDAY	
2 WEDNESDAY	
THURSDAY 3	
FRIDAY 4	
SATURDAY 5	

REMARKS

Semi final estimate submitted August 1, 1972.

cc: Bridge Dept.
Sign Dept.
Howard R. Harris

SIGNED Roy W. Pyle
Roy W. Pyle
LOCATION Troutdale, Oregon

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES

SP-F216

5

RECEIVED
JUL 20 19

FOR FILING

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • • • SALEM, OREGON • • • 97310

7323

July 17, 1972

S. S. Muller Construction
Box 3886
Seattle, Washington 98124

NOTED
A. E. JOHNSON

576

ATTENTION: Mr. Frank E. Blake, Jr.
Operators Manager

RE: Sunset Highway-Beaverton Section
Contract No. 7323
Silt Cut Claim

Gentlemen:

This will confirm the time of 1:15 P.M., Tuesday, August 1, 1972, for your meeting with the Highway Claims Review Board. The meeting will be held in the Staff Conference Room, No. 120, on the first floor of the State Highway Building in Salem.

We are sending copies of your April 28, 1972 letter and attachments to the Board members for their advance information.

Very truly yours,

John A. Bond, Secretary
Claims Review Board

JAB:fw
cc: F. B. Klaboe
L. P. Shaw
R. L. Schroeder
L. I. Lindas
V. E. Skoog
C. G. Swenson
A. E. Johnson
L. W. Rulien
Roy Pyle

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JUL 18 1972
OFFICE OF
A. E. JOHNSON
ASSISTANT STATE HIGHWAY ENGINEER

Form E-123

S.S.MULLEN CONSTRUCTION

June 30, 1972

Routing
Kessey — RECEIVED — Pease
Bond — JUL 6 1972 — Glenn
Walker — Litchfield
Johnson — CONSTRUCTION SECTION — Berg

John Bond - [illegible]

State of Oregon
Division of Highways
Department of Transportation
Highway Building
Salem, Oregon

Attention: Mr. A.E. Johnson
Assistant State Highway Engineer

Subject: Sunset Highway - Beaverton Section
Contract No. 7323, Silt Cut Claim.

Dear Sir:

We acknowledge receipt of your letter dated May 31, 1972, denying our claim, and hereby request a review board hearing on the subject "Silt Cut Claim".

Please advise the earliest date we can have for this hearing.

Very truly yours,

S. S. MULLEN CONSTRUCTION

Frank E. Blake Jr.
Frank E. Blake, Jr.
Operations Manager

FEB/ss

7-6-72
Copies to
L.H. Rulien
Ray Pyle
per John Bond
7w

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JUL 3 1972
OFFICE OF
STATE HIGHWAY ENGINEER

BOX 3886 • SEATTLE, WASH. 98124 • 220 SOUTH RIVER STREET • (206) 763-2121
A DIVISION OF MULLEN CORPORATION

RECEIVED
JUL 6 1972

FOR FILING

7333

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 14, 1972

To: A. E. Johnson
Assistant State Highway Engineer

SUBJECT: Pavement Leachate and Possible
Icing Conditions
Sunset Hwy.-Beaverton Section - #7333
Dudlee Hill-Blodgett Section - #7353

FROM: C T Keasey
C. T. Keasey
Construction Engineer

Yesterday, Mr. Klaboe inquired as to what was being done to correct a problem of water coming up through our AC pavement on the Sunset Highway-Beaverton Section, leaving a streaking pattern from leachate from the cement treated base, and creating a potential icing problem during the winter months.

We have an identical problem on the Dudlee Hill-Blodgett Section which was completed last year, also with a cement treated base, and some evidence also of a potential problem on the Airport Road-Hilton Road Section, a Jackson County FAS-C job, on which only the base AC was laid on top of CTB last year.

On the latter project, a considerable lap was made over the joints when the top lift was placed this spring and, so far at least, there has been no further indication of leachate or water coming up through the AC.

We have not yet been able to determine the source of the water for certain on any of the jobs. It could possibly be ground water traveling along the subgrade until the static pressure increased sufficiently to force it up through the CTB and AC materials, or it might be surface water leaking down through the AC pavement and traveling along the top of the CTB until pressure forced it to the surface. Coring of the pavement has not given any conclusive answers. However, as a corrective measure, Region 2 tried boring horizontal drains under the CTB on the Dudlee Hill-Blodgett project to no avail. Subsequently, an Order for State Force Work was written to cut the pavement and install 6-inch perforated drain pipe with sand backfill across the pavement above the leaking areas. I believe that this method will entrap and drain off any water from either source and eliminate the problem.

NOTED
E. S. HUNTER

cc Johnson

I have discussed the problem on the Sunset Highway-Beaverton project with Region Engineer Larry Rulien and since this appears to be the only sure corrective action available, he will submit a State Force Order on that project to do the work.

Keasey
Follow up in
the Fall. Suggest
in testing oil
at Lab.

It looks like this may become a continuing problem, resulting in patched pavement wherever it is necessary to install these cross drains.

I recommend that cross drains be designed into the construction projects at appropriate locations with the sand backfill extending up through the cement treated base to the bottom of the AC pavement.

CTK:fw

cc: F. B. Klaboe
L. W. Rulien
J. B. Boyd

RECEIVED
JUN 15 1972
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 5 - 1972
FOR FILIN

7323

May 31, 1972

S. S. Mullen Construction
Box 3886
Seattle, Washington 98124

Gentlemen:

Sunset Highway-Beaverton Section
Contract No. 7323
Silt Cut

We have again reviewed the so-called "silt cut" claim which you resubmitted with a revised amount under date of April 28.

This will reconfirm our earlier responses to you on this claim and again deny the claim in its entirety.

Very truly yours,

George M. Baldwin
Administrator of Highways

By

A. E. Johnson
Assistant State Highway Engineer

bc George M. Baldwin
Tom Edwards
F. B. Klaboe
C. T. Keasey
L. W. Rulien (enc.)

JAB:fw ja

NOTED
TOM EDWARDS

RECEIVED
JUN 2 1972
OFFICE OF
STATE HIGHWAY ENGINEER

S.S.MULLEN CONSTRUCTION

May 24, 1972

State of Oregon
Division of Highways
Department of Transportation
Highway Building
Salem, Oregon

Attention: Mr. Tom Edwards, State Highway Engineer

Subject: Sunset Highway - Beaverton Section
Contract No. 7323, Silt Cut

Dear Sir:

Reference is made to our letter of April 28, 1972 revising the amount on the silt cut changes on the subject contract and requesting your review of the silt cut history.

Please advise when we can get together to settle this final outstanding item on this contract.

Very truly yours,

S. S. MULLEN CONSTRUCTION

Frank E. Blake Jr.

Frank E. Blake, Jr.
Operations Manager

FEB/ss

NOTED
TOM EDWARDS

NOTED
A. E. JOHNSON

RECEIVED
MAY 30 1972
OFFICE OF
STATE HIGHWAY ENGINEER

BOX 3886 ♦ SEATTLE, WASH. 98124 ♦ 220 SOUTH RIVER STREET ♦ (206) 763-2121
A DIVISION OF **MULLEN CORPORATION**

S.S.MULLEN CONSTRUCTION

Routing
K RECEIVED
Bond
Y 2 1972
Johnson
CONSTRUCTION SECTION
Pease
Glenn
Litchfield
Berg

April 28, 1972

State of Oregon
Division of Highways
Department of Transportation
Highway Building
Salem, Oregon

Attention: Mr. Tom Edwards, State Highway Engineer

Subject: Sunset Highway - Beaverton Section, Contract No. 7323, Silt Cut.

Dear Sir:

As suggested in our recent meeting with you on April 11, 1972, and in a further effort to arrive at a mutual agreement on the silt cut changes, we are herewith revising the amount, described in our letter presentation dated August 23, 1971 (copy enclosed) from $188,766 down to $143,087 as presented herein.

Our original submittal describes the soil conditions and difficulty experienced in the excavation and embankment placement of the material encountered throughout this cut.

The OSHD soils logs available to the Contractor prior to the bid included extensive test borings in almost all cut areas with the notable exception of the Silt Cut section between "L" Line Sta. 149+50 to 160+00. However, this one cut represented approximately 20% of the total net plan excavation quantity. By the fact that borings were not available in the Silt Cut section, it is apparent that the sub-surface conditions in the cut were unknown to the Contractor prior to his bid.

On the basis of our original submittal, and as further summarized on the attachment to this letter, we feel strongly that consideration should be given to an equitable adjustment. Your early review and reply will be appreciated.

Very truly yours,

S. S. MULLEN CONSTRUCTION

S. S. Mullen, Jr.
President

al Johnson

SSM:dls
Enclosure

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MAY 1 1972
OFFICE OF
STATE HIGHWAY ENGINEER

BOX 3886 • SEATTLE, WASH. 98124 • 220 SOUTH RIVER STREET • (206) 763-2121
A DIVISION OF MULLEN CORPORATION

Attachment I
April 28, 1972

SILT CUT REVIEW

1. An unusual condition existed that was not anticipated nor known by either the State or the Contractor.

2. A Contractor has a right to assume that the work can be placed in conformity with the drawings and is entitled to an equitable adjustment if he cannot.

3. A condition of impossible compliance existed. It was a strict impossibility to place the material within the confines of the mass diagram as depicted on the plans and comply with the specifications and special provisions provided in the contract. (Section 102-2.1 last paragraph, 1964 Standard Specs. for Highway Construction, State of Oregon).

   It was further impractical because of extreme unreasonable difficulty and expense to process the material as was the Contractor's only alternative.

4. Contract documents did not contain warnings which would have led an experienced Contractor to realize the actual conditions that existed.

5. The OSHD issued and furnished plans and specifications establishing the design which the Contractor is required to follow; conversely, these plans and specifications are warranted to be adequate and sufficient for the purpose in view.

6. The special provisions notified the prospective bidders that subsurface explorations had been conducted. The interpretation of these logs was the responsibility of the Contractor. However, the provisions proclaimed that subsurface explorations were performed with reasonable care. Had information been in evidence by soils logs in the referenced cut, the Contractor would have then had the opportunity to evaluate the existing condition. Due to the extensive subsurface exploration conducted by the Highway Department and reviewed by the Contractor prior to bid, it was reasonably believed by the Contractor that no unusual condition existed. An anticipated normal condition was therefore reflected in his bid.

7. There are no data or qualifications set forth in the plans, special provisions or Standard Specifications that would indicate to prospective bidders that additional subsurface explorations should be performed by the contractor. In fact, the published information by the Highway Department on subsurface investigations suggests that an adequate exploration had been conducted.

8. If arguments are to be brought forth to give consideration to the 3 logs taken nearest the Silt Cut, then further consideration needs to be given to conditions represented by these logs as summarized below.

First consider that all 3 logs were outside of the actual excavation. Two of these logs were associated with the Center St. Structure and were located on the CR Line 15 ft. left of Sta. 157+65 and 15 ft. right of CR Sta. 155+25 respectively. The other log was located at L Sta. 165+70 (Emb. area). A sample of the material taken from the area of the L Line Sta. 165+70 drill hole was tested by Soil Mechanics & Foundation Engineers, Shannon and Wilson and indicated that although the natural water content to be about 21.3% or 4.5% above optimum, it was well within the range of material moisture content that can be compacted to 95% of the dry density without difficulty. A similar correlation can be made to the CR Line test holes material data.

Soil samples taken from the actual Silt Cut area were also tested by Shannon & Wilson with the results showing the natural water content of this material to be an average of 33% with an optimum water content estimated at about 24% or well above the water content considered applicable for proper placement and compaction.

Our original amount was prepared on the basis of using the unit cost difference between our anticipated cost of 0.349 CY from our actual cost of 1.669 CY or $1.32 x 143,000 CY of material moved.

In conformity with the reasoning and procedures as established on other negotiations, we are herewith adjusting our cost computations by using the difference between our bid unit price of 0.73 CY from the actual cost of $1.669 CY as shown below:

Bid Amount: 126,000 CY Silt Cut Quantity
Extra Work Cost = 126,000 X (1.669 - 0.73) = $118,314

Additional Overruns - Silt Cut Area

15,000 CY General Excavation @ $1.67 CY Cost

1.67 CY Cost - 0.73 CY bid = 0.94

0.94 x 15,000 CY Overrun = $ 14,100

2,100 CY Under Cut @ 1.67 (not paid) = 3,507

Slope dressing rework = 1,000

Drainage

Design amount of 8-inch perforated pipe = 685 LF

Actual amount installed 8-inch perforated pipe = 2307 LF

1622 LF Overrun @ $3.00 = $ 4,866

Spec. Drain Backfill Overrun:
600 CY @ $8.00 = 4,800

Trench Excav. Overrun:
2,500 CY @ $6.00 = 15,000

Overrun Amounts Paid = $24,666

Consider 25% added cost to drainage Overrun due to adverse conditions:

$24,666 x 25% = 6,166

SUMMARY

General Excavation:		
Extra Cost On Bid Amount		$118,314
Extra Cost On Overrun		14,100
Undercut Material		3,507
Slope Dressing		1,000
Drainage:		
Extra Cost 8-inch Perforated Pipe	$ 4,866	
Extra Cost Special Drain Backfill	4,800	
Extra Cost Trench Excavation	15,000	
Overrun Amounts	$24,666	
25% Added Cost x 24,666		6,166
Final Amount		$143,087

MULLEN CORPORATION

August 23, 1971

281-H-3

Oregon State Highway Department
5821 N. E. Glisan Street
Portland, Oregon

COPY

Attention: Mr. Roy W. Pyle, Resident Engineer

Reference: Project No. SU-466(8)

Subject: Silt Cut, Station 149 + 50 to 160 + 00.

Gentlemen:

Reference is made to past discussions and correspondence concerning soil conditions encountered during the excavation on the referenced project between Stations 149 + 50 and 160 + 00 on the "L" line. The contract plan depicted approximately 125,000 cubic yards of material in this excavation area, all of which was to be moved to immediately adjacent roadway and structure embankments between Station 160 + 50 and 168 + 00. To facilitate the primary flow of material from the major excavation area at the north end of the project to the primary embankment areas at the south end, it was imparative that the excavation of this area be completed at an early date.

When weather permited mobilization of equipment on the project, work started on May 14 and within two days it was discovered that the material in this area was extremely wet and that its character was different than that expected. Excavation met with increasing difficulty and various attempts were made to aerate the material in the hope of drying it sufficiently to support the scrapers and tractors. After much experimentation, tests, and consultation with soil engineers, it was determined that the excavation could only be accomplished with a drag line and the material incorporated into an embankment only by utilizing shallow lifts to provide for sufficient aeration to dry the material. Work continued under difficult conditions until the excavation was substantially completed on September 1, 1970. Where excavation of this cut had originally been scheduled for completion within one month of starting, it was actually not completed until four months after work had begun. Furthermore, due to the instability of the material at subgrade elevation, it was necessary to over-excavate the cut area and backfill with more suitable material.

It is the contention of the contractor that the material and conditions encountered in this excavation area were not as represented by the test logs which the State supplied. The changed nature of this material was not foreseen by the contractor or the State. This is evident by the fact that following completion of the excavation, the contractor was directed to increase drainage substantially over that which had been originally planned: Perforated pipe quantities were increased approximately four times, the quantity of drainage gravel fifteen times, trench excavation six times from that which had been originally designed. Furthermore, the material from this excavation was originally designated to be placed in a 750 feet section of roadway. As a result of the necessity of resorting to shallow lift construction to stablize the material, this same material was ultimately distributed over some 4,000 feet of roadway.

The services of Shannon and Wilson, Inc., were obtained to run tests of the material actually encountered in this excavation. Their report on this material, dated June 23, 1970, describes it as being a non-plastic brown, slightly micaceous, sandy silt with a natural water content substantially higher than that necessary to permit the required 95% compaction. Various methods of attempting to reduce its water content were suggested, with the statement that some type of drying would be necessary before the material could be placed in embankment. The State tests logs showed the material to be mostly a plastic, slightly silty clay. Had this material been encounted, excavation of this cut would have presented no difficulty, and its immediate incorporation into embankment, as designed, would have been possible.

In summary, test logs were provided to the contractor to represent the material in this portion of the project. The material actually found in the cut was not as represented and the cost of its excavation substantially exceeded that which had been budgeted. The time required to complete the excavation was three months longer than scheduled, which adversely affected the overall project. Finally, the unstable condition of the material necessitated over excavation of some 15,000 C.Y.

To compensate the contractor for the extra costs expended in the course of completing the contract, directly resulting from this situation, we request that the contract amount be increased by $188,766.00 and that the completion time for the contract be increased by 93 days. We respectfully request that the attached information supporting this claim be reviewed and that we be advised at the earliest possible date if further action or information is required.

Very truly yours,

MULLEN CORPORATION

Roy S. Brown
Vice President

RSB/ss

Enclosure

bcc: 281 OC
Claim File
RSB
R/F

RECEIVED
[illegible] 1972

FOR FILING

7323

NOTED ON CARD
4-6-72 kl

April 6, 1972

Feenaughty Machinery Company
P. O. Box 13279
Portland, Oregon 97213

Attention: Wm. F. Richardson
Treasurer

Gentlemen:

Thank you for your letter of March 29 advising us that you have received the final outstanding balance on the S. S. Mullen Company open account.

You state this is in reference to your claim against the Donald M. Drake Company and S. S. Mullen Company Contract No. 7323 for work on the Sunset Highway-Beaverton Section of the Beaverton-Tigard Highway in Washington County.

Our records indicate that the balance as of March 8, 1972, was in the amount of $347.67.

This information is being noted in our records and we will advise all interested parties of the receipt of your letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc The Travelers Indemnity Company
Fidelity & Surety Department
700 Main Street
Hartford, Connecticut 06108

Miller & Anne - Feregren
729 S. W. Alder
Portland, Oregon 97205

Donald M. Drake Co.
and S. S. Mullen Construction
1740 N. W. Flanders Street
Portland, Oregon 97209

bc Commission

Feenaughty
MACHINERY
COMPANY

282-2566

4800 NORTHEAST COLUMBIA BLVD. (P. O. BOX 13279, PORTLAND, OREGON 97213)

March 29, 1972

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Highway Building
Salem, Oregon 97310

Dear Mr. Query:

We have today received the final outstanding balance on S. S. Mullen Co. open account. We had placed a lien against the Donald M. Drake Co. - S.S. Mullen Contract #7323, the Sunset Highway-Beaverton Section of the Beaverton-Tigard Highway job in Washington County. Would you please inform the Travelers Indemnity Co. that this lien has now been released because of full payment.

Thank you for your cooperation and help.

Yours very truly,

FEENAUGHTY MACHINERY CO.

Wm. F. Richardson

Wm. F. Richardson
Treasurer

WFR fg

RECEIVED
MAR 30 1972
OREGON
STATE HIGHWAY COMMISSION

Cei

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL.

APR 5 - 1972

7323

April 4, 1972

Donald M. Drake Company
and S. S. Mullen Construction
1740 N. W. Flanders Street
Portland, OR 97209

Gentlemen:

Sunset Highway-Beaverton Section
Contract No. 7323

After further review of your claims on this project, I am prepared to recommend a complete and final settlement of all claims on this project for a lump sum amount of $114,046. This recommendation of an offer of settlement is made strictly as a compromise and in the interest of negotiating a settlement to avoid litigation, but without admitting any liability on the part of the Oregon State Highway Division. An approximate breakdown of the above amount would be as follows:

Claim No. 2 - Slope Layback

Adjustment on ~~5,000~~ 5,100 c.y. rock exc. in excess of bid ratio times added cost of $1.60/c.y. (2.33 - .73) — ~~$ 8,000~~ 8160

Added slope dressing — 4,125

12,285
17% 2105
14390

~~$ 12,125~~ 14,390 ✓

Claim No. 3 - Haul Around — 21,192 ✓

Claim No. 4 - Wilshire Impact

Mullen:
✓ Labor wage rate increases of June 1, 1971 7 weeks — $ 10,100 (20%) 12,120 ✓
x Added project indirect costs (for May) — 8,500. 8 500
✓ Added equipment mobilisation — 7,174 (15%) → 8 250
✓ Rework fills — 6,556 (?) → 76 46
Labor 40% 2339 (L)
Equip 60% 5307 (E)
Increased 1971 early exc. cost .81/c.y. adjust on 41,000 c.y. in May — ~~33,200~~ 57,510
71,000
1/2 May 1/2 June
$65,530
~~Plus 8.85% overhead and bond~~ — ~~5,799~~
~~$71,329~~
71,329

Profit.

67,287.

139,385.00

Drake:
8.58/c.y. on Parkway structure concrete, 1,095 c.y. — 20,627.00 ~~$ 9,400~~

~~$ 80,729~~

P/R taxes + fringe 26.55%
Ohead.

LUMP SUM TOTAL ~~$114,046~~ 160,812.00

Please advise by April 15 whether you are agreeable to a settlement for this compromise amount. Formal approval by higher authority and the Highway Commission would be required thereafter.

Very truly yours,

George M. Baldwin
Administrator of Highways

By

A. E. Johnson
Assistant State Highway Engineer

cc S. S. Mullen Construction
Box 3886
Seattle, Washington 98124

bc George M. Baldwin
Tom Edwards
F. B. Klaboe
C. T. Keasey
Walt Hart
L. H. Young
L. W. Rulien
L. I. Lindas

P/R

9395.00
2443.00

JAB:fw ja

+46,066

Road User Costs

Report prepared in contemplation of possible litigation and is regarded a privileged commonication

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
Planning Survey Section

HIGHWAY PROJECT ANALYSIS

Hwy #144
April 4, 1972

ITEM	ROUTE			
	Before	After Opening	Diff	
I. ~~ANNUAL~~ Daily VEH. OPERATION COSTS				
A. TIME ELEMENT COSTS				
a. Passenger Vehicles.....	$ 1,252	819	433	
b. Light Trucks...........	$ 20	13	7	
c. Heavy Trucks...........	$ 15	9	6	
d. Busses.................	$ 7	5	2	
e. Total..................	$ 1,294	846	448	
B. MILEAGE ELEMENT COSTS				
a. Dist. and Surf. Costs..	$ 2,266	2,176	90	
b. Rise and Fall Costs....	$ –	–	–	
c. Alignment Costs........	$ –	–	–	
d. Traffic Stop Costs.....	$ –	–	–	
e. Accident Costs.........	$ –	–	–	
f. Total..................	$ 2,266	2,176	90	
TOTAL ~~ANNUAL~~ Daily VEHICLE OPERATION COSTS ($A_e + B_f$)......	$ 3560	3022	538	
II. ANNUAL HIGHWAY COSTS				
a. Capital Costs..........	$			
b. Maintenance Costs......	$			
c. Operation Costs........	$			
TOTAL ANNUAL HIGHWAY COSTS.	$			
III. ANNUAL ROAD USER COSTS (I + II)	$			

$538 per day for 175 days = $94,150 benefits to the motoring public by the opening of this section of highway ahead of schedule. (Dec. 9, 1971 vs. June 1, 1972)

The foregoing benefits are based on 6,000 of the 15,000 trips that are using this section today. It was estimated from traffic counts on the various highways in the area that 6,000 trips were diverted to the new route by decreases in traffic on some of the other highways. A good portion of the other 9,000 trips using the facility came from local streets and the balance is generated trips.

Salem, Oregon
April 4, 1972

MEMO TO THE FILES

RE: Beaverton-Sunset Highway Section
Contract No. 7323
Contractors Claim

As requested by Al Johnson yesterday, I have discussed with FHWA Region Engineer Valach the possibility of making any Drake-Mullen contract claim settlement participating.

Mr. Valach, after also discussing the matter with Mr. Hossner, advises that we can code such a claim settlement as participating just as we do other matters under our Secondary Road Plan authority. He takes this position in view of our past thoroughness in analyzing contractor's claims and would regard even a sizable claim adjustment on this project as being within our responsibilities for administering the contract.

They will specifically review the details of a settlement if we want them to but will not insist on it.

John A. Bond
Construction Administration Engineer

JAB:fw

cc A. E. Johnson

FORM E-90

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
March 21, 1972

To:
MEMO TO THE FILES

SUBJECT: Sunset Hwy.-Beaverton Section
Contract No. 7323

Another meeting with Frank Blake and Merl Lefler of Mullen Construction was held in Al Johnson's office the morning of March 16 with the writer and Al Johnson present. This meeting was at the request of these Mullen representatives to give them the opportunity to explain the contents of their March 8 letter which restated their so-called Impact Claim to a new total amount of $120,094.

The substance of this claim now seems to be that 118,000 cubic yards of excavation material was delayed into the 1971 season because of the Wilshire Structure changes in 1970. Our meeting was mostly concerned with one component of the Impact Claim in the amount of $72,688 which is allegedly the added costs of moving the above-mentioned material in 1971 compared with 1970. This added cost is allegedly 0.617 per cubic yard on the 118,000 cubic yards.

1. We pointed out to the contractor that the last yards moved on most any grading operation are probably more costly than the majority of the yardage throughout the main production runs. Weekly reports show that on this job 71 percent of the excavation was accomplished by the end of 1970.

2. It was also pointed out that two Price Agreements covered excavation work done in 1971 and on which the State paid additional above the unit bid price for excavation. (These were Price Agreement 15 for 6,500 cubic yards of "L^2" Line excavation next to the Sunset Highway and Price Agreement 21 which paid an additional 90 cents per yard for Embankment in Place for 48,000 cubic yards in the future Walk Road Interchange area.) The contractor ptomptly replied that this Price Agreement type work was coded separately and was not included in their derivation of unit excavation prices in their claim presentation.

As a result of our discussion, the contractor agreed to furnish additional cost information showing month by month what the excavation costs were in 1971. We told them the cost information from their cost-keeping system is only as good as the coding. The contractor's representatives gave no hint of possible compromise or reduction of this claim. Upon receipt of the additional cost information referred to, we will attempt to analyze it further.

John A. Bond

JAB:fw
cc: A. E. Johnson
L. W. Rulien

John A. Bond
Construction Administration Engineer

S.S.MULLEN CONSTRUCTION

March 17, 1972

CONSTRUCTION
SECTION

Administrator of Highways
Oregon State Highway Division
Highway Building
Salem, Oregon

Attention: John A. Bond,
Secretary Claims Review Board

Subject: Sunset Highway - Beaverton Section
Contract No. 7323
Wilshire Impact Claim (S. S. Mullen)

Gentlemen:

As per our meeting on Thursday, March 16, 1972, and at your request, we have enclosed monthly Cost Distribution Sheets for all excavation items for months as shown.

Note the following:

1. All costs in our 2000 Series are direct cost only.

2. Excavation items are sub-divided into the following:

"A" 1970

2001.0	Pioneer Doze
2002.0	Glory Hole (Outside Rent Truck) "Wilshire Bowl"
2003.0	Dozer Excavation
2012.0	Scraper Excavation
2016.0	Finish Roadway
2017.0	Top Soil
2018.0	Water
2021.0	Houck Truck (180 Pay Hauler) Outside Rent
2021.1	Equipment Move In
2023.0	Parkway Bowl
2024.0	"A" - Line Bowl
2025.0	Silt Cut "Haul Road"
2028.0	Drill & Shoot
2030.0	Silt Cut

3-20-72
Copies to
A E Johnson
L W Rulien
per John Bond
[illegible]

BOX 3886 • SEATTLE, WASH. 98124 • 220 SOUTH RIVER STREET • (206) 763-2121
A DIVISION OF MULLEN CORPORATION

Page Two
Administrator of Highways
March 17, 1972.

2. "B" 1971

2101.0	Clear & Grub
2102.1	Excavation Drill & Shoot
2102.2	Excavation Haul - R-35 End Dumps
2104.0	Finishing Road Bed & Slopes
2107.0	Placing Top Soil
2108.0	Water
2138.0	Prepare Impact Slabs
2140.0	L_2 Line to Sunset Cut (P.A.)
2141.0	Build Walker Road Embankment (P.A.)
3331.1	Equipment Mobilization

We have included the month of November only for 1970, which shows our cost to date for the 1970 season.

In May, 1971, new cost codes and activities were set up to reflect job performance for the 1971 season. The quantities and costs to date shown on 1971 reports are the quantities and costs to date for the 1971 season only.

The 1970 direct codes are all 2000 codes and 1971 direct codes are all 2100 codes.

These cost sheets are carbon copies of our original computer print-outs.

Note finishing cost overran budget by $73,000 (Code 2104.0 November 1971 report). We believe that a portion of this overrun belongs in excavation items.

Regarding your comment concerning Cost and Quantities for April 1971, 5,000 C.Y. was paid on April Pay Estimate No. 16. Our budget and cost codes for the 1971 season had not yet been finalized. April Cost and Quantities are reflected in the May report. Also included are the sheets containing excavation codes from the June 1970 cost report. These sheets show our original plan and budgets for these items.

Please advise if you need further answers or additional information.

Very truly yours,

S. S. MULLEN CONSTRUCTION

FEBlake Jr

F. E. Blake, Jr.
Operations Manager

FEB/ML/ep

S.S.MULLEN CONSTRUCTION

March 8, 1972

Routing
Kessey
Bond
Walker
Johnson
RECEIVED
MAR 13 1972
CONSTRUCTION SECTION
Pease
Glenn
Litchfield
Berg

John Bond - Draft
cy AEJ 3-10-72

Administrator of Highways
Oregon State Highway Division
Highway Building
Salem, Oregon

Attention: Mr. A. E. Johnson,
Assistant State Highway Engineer

Subject: Sunset Highway - Beaverton Section
Contract No. 7323
Wilshire Impact Claim (S. S. Mullen)

Gentlemen:

In further consideration of the Wilshire delay Impact Claim, the following revision of our costs has been prepared along the guide lines as discussed in our meeting of March 1, 1972, and as further presented in our telephone conversation of March 3, 1972.

Our increased cost to excavate and haul approximately 118,000 CY of Phase II material in the 1971 season is supported by the analysis as shown below. This Phase II material was scheduled to be moved in September, October and November of 1970. However, due to the Wilshire delay, this material was actually moved in April, May and June of 1971.

General Analysis

Early mobilization of equipment and the start up of excavation work in late April and early May of 1971 was necessary to improve the chance for completion of the project in 1971. In addition to problems of job completion in 1971, assessment of liquidated damages was a serious concern.

During the period of May and June of 1971, 19 shifts were lost due to rain and wet conditions. Nine (9) shifts were shut down after starting, resulting in added cost. The overall wet condition of excavation material, haul roads and fill areas during the period Phase II material was worked caused considerable production delays and increased cost.

cy Larry Rulien
3-22-72

By comparing the bulk of the general excavation for the 1970 season to the 1971 season, our added costs are $72,688 for 118,000 CY of Phase II material. We feel that this amount clearly represents our added excavation cost resulting from the interruption of operations in 1970. In fact, had the Phase II material been available for excavation in 1970, continued use of scrapers would have resulted in a lower unit cost than the $0.71 CY experienced, as shown in the comparisons below.

The following general analysis shows the comparative cost of general excavation for the 1970 season to the 1971 season.

November 1970 Cost Distribution Report

Code 2012.0 Scraper Excavation

Cost through November 1970	$153,655
Quantity through November 1970	277,300 CY

$153,655/277,300 CY = $0.554/CY

Code 2021.0 Truck Haul (Excavation)

Cost through November 1970	$139,808
Quantity through November 1970	136,706

$139,808/136,706 CY = $1,023/CY

Total scraper and truck excavation in 1970:

$293,463/414,006 CY = $0.709/CY

November 1971 Cost Distribution Report

Code 2102.2 General Excavation

Cost through November (1971 season)	$282,560
Quantity through November (1971 season)	207,063

$282,560/297,063 CY = $1.365/CY

Comparative Cost

General Excavation 1971 - Code 2102.2	$1.365/CY
General Excavation 1970 - Code 2012.0 & 2021.0	0.709/cy
Unit Cost Difference	0.656
*Less Labor Escalation	-0.040
Net Unit Cost Difference	$0.616/CY

Additional Cost for 118,000 CY of Phase II Material Moved in 1971 Season

118,000 x \$0.616 = **\$72,688**

* 1971 Truck Excavation Labor = \$110,441
Labor escalation - estimate 8% = 8,835

\$8,835 ÷ 207,063 CY = \$0.043/CY

(Use 0.04/CY)

* * *

To further support our claim of added cost experienced in 1971, the following analysis has been made using truck haul only for the 1970 and 1971 periods. Our added cost was \$72,806 for 118,000 CY of Phase II material.

Truck Haul Analysis

Compare cost of truck haul material for September, October and November, 1970 to truck haul material April, May and June, 1971.

Average haul distance approximately the same for both periods.

The type and difficulty of material handled was also similar--our cost records show 15,000 CY of drill and shoot material for April, May and June of 1971, and 15,230 CY of drill and shoot material for September, October and November of 1970.

1971 Cost Distribution June Report

Truck Excavation Code 2102.2

Total to date (1971 season)	92,056 CY
Cost to date (1971 season)	\$153,371

\$153,371/92,056 = \$1,666/CY

1970 Cost Distribution Reports

Truck Excavation Code 2021.0

Period September, October & November, 1970 136,706 CY
Cost - September, October & November, 1970 $139,808

$139,808/136,706 = $1,023/CY

Truck Excavation 1971 = $1.666
Truck Excavation 1970 = 1.023

Unit Cost Difference = $0.643
**Less Labor Esc. @ = 0.026

Net Unit Cost Difference = $0.617

Additional Cost for 118,000 CY of Phase II Material Moved in 1971

118,000 CY X $0.617/CY = $72,806

** Note: Truck excavation labor - June, 1971 = $30,439
Labor escalation estimate 8% = 2,435

$2,435 ÷ 92,056 CY = $0.026/CY

Summary of our revised costs for the Wilshire Impact Claim are as follows:

(A)	Increased labor cost due to labor increases of June 1, 1971 (See attached sheet)	$ 10,587
(B)	Additional Project Indirect Cost - (60% of July, 100% of August)	13,228
(C)	Additional cost of equipment mobilization	7,174
(F)	Rework fills - Stage II material	6,556
	Added cost Phase II material excavation	72,688
	Sub-Total Added Cost	$110,233
	7.6% H.O. Overhead	8,378
		118,611
	1.25% Bond, & B&O Tax	1,483
	Total	$120,094

This amount of additional cost is a direct result of the Wilshire Design change delays.

We respectfully request that payment for this claim be recommended in the amount as shown above.

Very truly yours,

S. S. MULLEN CONSTRUCTION

F.E.Blake Jr.

F. E. Blake, Jr.
Operations Manager

FEB/ML/ep

RECEIVED
MAR 10 1972
OFFICE OF
STATE HIGHWAY ENGINEER

BEAVERTON IMPACT REVISED

3/2/72

A. Increased Labor Costs Due to Wage Increases of June 1, 1971

	Operators		Teamsters		Laborers	
	ST	OT	ST	OT	ST	OT
W/E 6/6/71		32		--		3.5
6/13/71		47		2.		8
6/20/71		75		.5		15
6/27/71		59		--		9.5
7/4/71		93		5.5		12.5
7/11/71		101.5		11		18.5
7/18/71	1373	85.5	587	11	544	3
7/25/71	900	196	274.5	11.5	553	27
8/1/71	909	278	143	15.5	576	39.5
8/8/71	888	190.5	150	21	528	30
8/15/71	798	127	219	15.5	356	48
8/22/71	485.5	29.5	48	2.5	150.5	4.5
8/29/71	1301.5	388	168	26.5	468.5	123.5
	6655	1702	1589.5	122.5	3176	342.5

		HRS	RATE	AMOUNT	FRINGE	AMOUNT
OPERATORS	ST	6655	.44	2928	.25	1664
	OT	1702	.66	1123	.25	426
TEAMSTERS	ST	1589.5	.45	715	.26	413
	OT	122.5	.675	83	.26	32
LABORERS	ST	3176	.40	1270	.20	635
	OT	342.5	.60	206	.20	69
				6325		3239
	FRINGE	16.17		1023		
				7348		7348
	TOTAL INCREASED DIRECT LABOR COST					10587

COST DISTRIBUTION

DATE JUN 1971 PERIOD ENDING 6-27-71

DESCRIPTION TREND LINE	% RATIO COST TO BUDGET ALLOC CURRENT	 TO-DATE	TOTAL UP-DATED BUDGET	% COMP	BUDGET ALLOCATED TO-DATE	TOTAL COST THIS PERIOD	 TO-DATE	GAIN OR LOSS THIS PERIOD	 TO-DATE	UNIT OF MEASURE	TOTAL BUD
21010 CLEAR & GRUB			* * * *	PAY	ITEM *	* * *					
C LABOR		218	417	70	292		636		344-	%	MA.
C EQ RENT			136	70	95				95	%	
C EXP MTL			248	70	174				174	%	
C EQ USE		6	360	70	252		16		236	%	
C OUTSIDE		131	273	70	191		251		60-	%	
C TO-DATE		90	1434	70	1004		903		101	%	
21021 EXC DRILL & SHOOT			* * * *	PAY	ITEM *	* * *					
C LABOR	719	722	3200	30	960	6535	6933	5626-	5973-	CY	MA
C EQ RENT	115	137	1000	30	300	327	411	43-	111-	CY	
C EXP MTL	104	98	9700	30	2910	2563	2863	106-	47	CY	
C EQ USE	564	557	1300	30	390	2082	2171	1713-	1781-	CY	
C OUTSIDE				30		2441	2441	2441-	2441-	CY	
C TO-DATE	330	325	15200	30	4560	14248	14819	9931-	10259-	CY	5
21022 EXC HAUL R-35			* * * *	PAY	ITEM *	* * *					
C LABOR	136	137	73508	49	35994	30439	49239	7989-	13245-	CY	MA
C EQ RENT	68	88	63732	49	31207	13173	27365	6286	3842	CY	
C EXP MTL				49		34	240	34	240-	CY	
C EQ USE	117	113	88924	49	43542	31805	49036	4647-	5494-	CY	
C OUTSIDE	255	299	18800	49	9206	14615	27491	8873-	18285-	CY	
C TO-DATE	120	128	244964	49	119949	90003	153371	15190-	33422-	CY	18
21023 EXC HAUL BOTTOM DM			* * * *	PAY	ITEM *	* * *					
C LABOR			10540							CY	MA
C EQ RENT			5781							CY	
C EQ USE			8977							CY	
C OUTSIDE			15134							CY	
C TO-DATE			40232							CY	4
21040 FINISHING RDBD&SLP			* * * *	PAY	ITEM *	* * *					
C LABOR		363	11604	5	580	301	2106	301-	1526-	%	MAN
C EQ RENT		9	6463	5	323	21	28	21-	295	%	
C EXP MTL				5		34	34	34-	34-	%	
C EQ USE		11	9526	5	476	32	51	32-	425	%	
C OUTSIDE		90	1592	5	80	224	2472	224-	2392-	%	
C TO-DATE		322	29185	5	1459	612	4691	612-	3232-	%	
21051 TRENCH EXC 6-21 PI			* * * *	PAY	ITEM *	* * *					
C LABOR	30	52	37570	11	4185	304	2197	719	1986	CY	MAN
C EQ RENT	139	36	2156	11	240	82	86	23-	154	CY	
C EXP MTL	950	388	378	11	42	95	163	85-	121-	CY	
C EQ USE	23	19	10542	11	1185	66	226	224	959	CY	
C OUTSIDE	8-	132	7952	11	886-	17	1171	233	285-	CY	
C TO-DATE	33	59	58698	11	6538	530	3843	1068	2695	CY	

DISTRIBUTION

281 BEAVERTON-TIGORD HGWY.. ORE. PAGE 1

	[illegible]				UNIT OF MEASURE	[illegible]			[illegible]	
	THIS PERIOD	C R	TO-DATE	C R		TOTAL UP-DATE BUDGET QUAN.	THIS PERIOD	TO-DATE	BUDGET	ACTUAL TO-DATE
636			344	-	%	MAN HRS		85	4170	9086
			95		%				1860	000
			174		%				2480	000
16			236		%				3600	229
251			60	-	%				2730	3586
903			101		%	100		70	14840	12900
933	5626	-	5973	-	CY	MAN HRS	879	537	064	462
411	43	-	111	-	CY				020	027
863	106	-	47		CY				194	191
171	1713	-	1781	-	CY				026	145
441	2441	-	2441	-	CY				000	163
819	9931	-	10259	-	CY	50000	14200	15000	304	988
239	7989	-	13245	-	CY	MAN HRS	3645	6027	391	535
365	6286		3842		CY				339	297
240	34		240	-	CY				000	003
036	4647	-	5494	-	CY				473	533
491	8873	-	18285	-	CY				100	299
371	15190	-	33422	-	CY	188000	57416	92056	1303	1666
					CY	MAN HRS			220	000
					CY				123	000
					CY				151	000
					CY				522	000
					CY	47000			856	000
106	301	-	1526	-	%	MAN HRS	37	276	116040	421200
28	21	-	295		%				64630	5600
34	34	-	34	-	%				000	6800
51	32	-	425		%				95260	10200
2472	224	-	2392	-	%				15920	494400
4691	612	-	3232	-	%	100		5	291850	938200
2197	719		1988		CY	MAN HRS	37	285	10436	5479
86	23	-	154		CY				599	214
163	85	-	121	-	CY				105	406
226	224		959		CY				2556	564
1171	233		285	-	CY				2209	2920
3843	1068		2695		CY	3600	98	401	16805	9584

COST DISTRIBUTION

DATE NOV 1971 PERIOD ENDING 11-28-71

COST CODE	DESCRIPTION	TREND LINE % RATIO COST TO BUDGET ALLOC CURRENT	TREND LINE % RATIO COST TO BUDGET ALLOC TO-DATE	TOTAL UP-DATED BUDGET	% COMP.	BUDGET ALLOCATED TO-DATE	TOTAL COST THIS PERIOD	TOTAL COST TO-DATE	GAIN OR LOSS THIS PERIOD	C R	GAIN OR LOSS TO-DATE	C R	UNIT OF MEASURE
21010	CLEAR & GRUB			* * * *	PAY	ITEM *	* * *						
	LABOR		153	417	100	417		636	4		219	-	
	EQ. RENT			136	100	136			1		136		
	EXP.MTL.			248	100	248			2		248		
	EQ.USAGE		4	360	100	360		16	4		344		
	OUTSIDE		92	273	100	273		251	3		22		
	TOTAL		63	1434	100	1434		903	14		531		
21021	EXC DRILL & SHOOT			* * * *	PAY	ITEM *	* * *						
	LABOR		318	3200	100	3200		10175			6975	-	
	EQ. RENT		74	1000	100	1000		743			257		
	EXP.MTL.		57	9700	100	9700	1148	5543	1148	-	4157		
	EQ.USAGE		115	1300	100	1300		1497			197	-	
	OUTSIDE							5168			5168	-	
	TOTAL		152	15200	100	15200	1148	23126	1148	-	7926	-	CY
21022	EXC HAUL R-35			* * * *	PAY	ITEM *	* * *						
	LABOR		135	73508	110	80962	516	110444	516	-	29482	-	
	EQ. RENT		88	63732	110	70194	1020	51434	1020	-	8760		
	EXP.MTL.							2134			2134	-	
	EQ.USAGE		76	88924	110	97941	176	74816	176	-	23125		
	OUTSIDE		163	18800	110	20706-	353	33724	353		13018	-	
	OTHER							8			8	-	
	TOTAL		105	244964	110	269803	1359	282560	1359	-	12757	-	CY
21023	EXC HAUL BOTTOM DM			* * * *	PAY	ITEM *	* * *						
	LABOR			10340				101			101	-	
	EQ. RENT			5781				127			127	-	
	EQ.USAGE			8977				160			160	-	
	OUTSIDE			15134									
	TOTAL			40232				388			388	-	CY
21040	FINISHING RDBD&SLP			* * * *	PAY	ITEM *	* * *						
	LABOR	261	457	11604	99	11488	7869	52503	7521	-	41015	-	
	EQ. RENT	646	208	6463	99	5395	1641	13285	1447	-	6887	-	
	EXP.MTL.						515	649	515	-	649	-	
	EQ.USAGE	264	110	9526	99	9431	756	10416	470	-	985	-	
	OUTSIDE	973	629	1592	99	1576	2867	25675	2819	-	24099	-	
	TOTAL	558	355	29185	99	28893	13648	102428	12772	-	73535	-	%
21051	TRENCH EXC 6-21 PI			* * * *	PAY	ITEM *	* * *						
	LABOR		76	37570	100	37623		28482			9141		
	EQ. RENT		82	2156	100	2159		1781			378		
	EXP.MTL.		206	378	100	379	212	779	212	-	400	-	
	PER.MTL.					-	310		310				
	EQ.USAGE		36	10642	100	10657		3881			6776		
	OUTSIDE		69	7952	100	7963		5510			2453		
	TOTAL		69	58698	100	58781-	96	40433	96		18348		CY

DISTRIBUTION

281 BEAVERTON-TIGARD HGWY, OREGON PAGE 1

	GAIN OR LOSS				UNIT OF MEAS-URE	QUANTITIES			UNIT COST		CURRENT
	THIS PERIOD	C R	TO-DATE	C R		TOTAL UP-DATE BUDGET QUAN	THIS PERIOD	TO-DATE	BUDGET	ACTUAL TO-DATE	
36	4		219	-		MAN HRS		85	4170	6360	000
	1		136						1360	000	000
	2		248						2480	000	000
15	4		344						3600	160	000
51	3		22						2730	2310	000
06	14		531		%	100	1	100	14340	9030	000
75			6975	-		MAN HRS		1364	764	204	000
43			257						720	015	000
43	1146	-	4157						194	111	000
97			197	-					726	030	000
68			5168	-					000	103	000
26	1148	-	7926	-	CY	50000		50000	304	469	000
44	516	-	29482	-		MAN HRS	58	13791	391	333	000
34	1020	-	8760						339	297	000
34			2134	-					000	010	000
16	176	-	23125						473	361	000
24	353		13018	-					100	163	000
8			8	-					000	000	000
60	1359	-	12757	-	CY	188000		207063	1303	1365	000
01			101	-		MAN HRS		9	220	000	000
27			127	-					123	000	000
60			160	-					191	000	000
									322	000	000
388			388	-	CY	47000			255	000	000
503	7521	-	41015	-		MAN HRS	893	5745	116040	330333	2623000
285	1447	-	6887	-					64630	134192	347000
49	515	-	649	-					000	5645	171667
16	470	-	985	-					95250	105212	252000
75	2819	-	24099	-					15920	259343	955667
28	12772	-	73535	-	%	100	3	99	291250	1034626	4549333
482			9141			MAN HRS		3456	10438	7001	000
781			378						599	494	000
779	212	-	400	-					105	216	000
	310								000	000	000
881			6776						2956	1077	000
510			2453						2209	1028	000
433	96		18348		CY	3600		3605	16305	11216	000

COST DISTRIBUTION

DATE NOV 1970 PERIOD ENDING 11-29-70 28

20010PIONEER DOZ		* * * * *	*	* * * * * *						
C LABOR	100	243	100	243		243			*	MAN
C EQ RENT	100	195	100	195		195			*	
C EQ USE	100	299	100	299		299			*	
C OUTSIDE	114	170	100	170		194		24-	*	
C COMPLETE	103	907	100	907		931		24-	*	
20020GLORY HOLE O.R. TR		* * * *	PAY	ITEM * * * *						
C LABOR	79	7000	122	8550		6793		1757	CY	MAN
C EQ RENT	78	2002	122	2445		1915		530	CY	
C EXP MTL	629	98	122	120		755		635-	CY	
C EQ USE	81	3794	122	4634		3767		867	CY	
C OUTSIDE	82	4998	122	6105-	962	4983	962	1122	CY	
C COMPLETE	83	17892	122	21854-	962	18213	962	3641	CY	14
20030DOZ EXC		* * * *	PAY	ITEM * * * *						
C LABOR	100	961	100	961		965		4-	CY	MAN
C EQ RENT	102	303	100	303		308		5-	CY	
C EQ USE	100	846	100	846		844		2	CY	
C OUTSIDE	109	1599	100	1599-	1074	1743	1074	144-	CY	
C COMPLETE	104	3709	100	3710-	1074	3860	1074	150-	CY	10
20060HAND & SPL GRADE		* * * *	PAY	ITEM * * * *						
C LABOR		3313				203		203-	*	MAN
C EQ RENT		45				6		6-	*	
C EXP MTL		200							*	
C EQ USE		80				40		40-	*	
C OUTSIDE		4200							*	
C TO-DATE		7838				249		249-	*	
20070ST XING REPAIR		* * * *	PAY	ITEM * * * *						
C LABOR	10	707	10	71		7		64	TN	MAN
C EQ RENT		207	10	21				21	TN	
C EXP MTL	113	6000	10	600	78	679	78-	79-	TN	
C EQ USE	15	270	10	27		4		23	TN	
C TO-DATE	96	7184	10	718	78	690	78-	28	TN	
2012 SCRAPER EXC.		* * * *	PAY	ITEM * * * *						
C LABOR	89	55460	100	55460		49380		6080	CY	MAN
C EQ RENT	49	62115	100	62115		30705		31410	CY	
C EXP MTL			100			321		321-	CY	
C EQ USE	65	68770	100	68770		44704		24066	CY	
C OUTSIDE			100	-	896	28545	896	28545-	CY.	
C COMPLETE	82	186345	100	186346-	896	153655	896	32691	CY	27

COST DISTRIBUTION

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* * * * *										
243		243			%	MAN HRS		26	2430	2430
195		195			%				1950	1950
299		299			%				2990	2990
170		194		24-	%				1700	1940
907		931		24-	%	100		100	9070	9310
* * * *										
550		6793		1757	CY	MAN HRS		906	500	397
245		1915		530	CY				143	112
120		755		635-	CY				007	044
634		3767		867	CY				271	220
105-	962	4983	962	1122	CY				357	291
1854-	962	18213	962	3641	CY	14000		17100	1278	1065
M * * * *										
961		965		4-	CY	MAN HRS		121	092	092
303		308		5-	CY				029	029
[illegible]		644		2	CY				[illegible]	081
599-	1074	1743	1074	144-	CY				153	167
3710-	1074	3860	1074	150-	CY	10450		10450	555	369
* * * *										
		203		203-	%	MAN HRS		29	33130	000
		6		6-	%				450	000
					%				2000	000
		40		40-	%				800	000
					%				42000	000
		249		249-	%	100			73380	000
* * * *										
71		7		64	TN	MAN HRS		1	1414	140
21				21	TN				414	000
600	78	679	78-	79-	TN				12000	13580
27		4		23	TN				640	080
718	78	690	78-	28	TN	500		50	14668	13400
M * * * *										
5460		49380		6080	CY	MAN HRS		5564	200	178
2115		30705		31410	CY				224	111
		321		321-	CY				000	001
8770		44704		24066	CY				948	161
-	896	28545	896	28545-	CY.				000	103
6346-	896	153655	896	32691	CY	277500		277500	672	$\boxed{554}$

COST DISTRIBUTION

DATE NOV 1970 PERIOD ENDING 11-29-70

[illegible] LINE	COST TO BUDGET ALLOC. CURRENT	TO-DATE	TOTAL ESTIMATED BUDGET	COMP.	BUDGET ALLOCATED TO-DATE	THIS PERIOD	TO-DATE	THIS PERIOD	TO-DATE	UNIT OF MEAS.	BUDGET C
20160FINISH ROADWAY			* * * *	*	* * * *	* * *					
C LABOR		158	18390	14	2539		4005		1466-	STA	MAN
C EQ RENT		80	8500	14	1173		939		234	STA	
C EQ USE		91	10611	14	1465		1329		136	STA	
C OUTSIDE				14			3310		3310-	STA	
C TO-DATE		185	37501	14	5177		9583		4406-	STA	
20170TOPSOIL			* * * *	PAY	ITEM * * * *						
C LABOR			12300							CY	MAN
C EQ RENT			4500							CY	
C PER MTL			4500							CY	
C SUBCONTR			5100							CY	
C EQ USE			4500							CY	
C TO-DATE			30900							CY	3
20180WATER - GAL			* * * *	PAY	ITEM * * * *						
C LABOR		128	13938	28	3891	151	4994	151-	1103-	M	MAN
C EQ RENT			4416	28	1233				1233	M	
C EXP MTL		122	3450	28	963	188	1176	188-	213-	M	
C EQ USE		67	9660	28	2696		1816		880	M	
C OUTSIDE				28		-1625	500	1625	500-	M	
C TO-DATE		97	31464	28	8783	-1286	8486	1286	297	M	1
20190OBLITERATE OLD ROW			* * * *	PAY	ITEM * * * *						
C LABOR		21	240	50	120		25		95	SY	MAN
C EQ RENT		253-	120	50	60		-152		212	SY	
C SUBCONTR		100	120	50	60		60			SY	
C EQ USE		33	160	50	80		26		54	SY	
C TO-DATE		13-	640	50	320		-41		361	SY	
20210HOUCK TRUCK EXC			* * * *	*	* * * *	* * *					
C LABOR	165	142	37685	106	37685	3450	53694	1353-	16009-	CY	MAN
C EQ RENT	333	180	9842	106	9842	1526	17668	1278-	7826-	CY	
C EXP MTL				106		-105	398	105	398-	CY	
C EQ USE	79	106	38073	106	38073	1667	40518	452	2445-	CY	
C OUTSIDE	590-	78	35354	106	35354	-11612	27530	13579	7824	CY	
C COMPLETE	71-	116	120954	106	120954	-4774	139808	11504	18854-	CY	12
20211EQUIP MOVEIN-OUT			* * * *	*	* * * *	* * *					
C EXP MTL		12	8800	100	8800		1096		7704	%	
C COMPLETE		12	8800	100	8800		1096		7704	%	
20220SCRAPER EXC (1971)			* * * *	*	* * * *	* * *					
C LABOR			46001							CY	MAN
C EQ RENT			32656							CY	
C EQ USE			51967							CY	
C TO-DATE			130624							CY	15

522808

COST DISTRIBUTION

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PAGE 2

*									
	4005		1466-	STA	MAN HRS		478	61919	97683
	939		234	STA				28620	22902
	1329		136	STA				35727	32415
	3310		3310-	STA				000	80732
	9583		4406-	STA	297		41	126266	233732
*									
				CY	MAN HRS			410	000
				CY				150	000
				CY				150	000
				CY				170	000
				CY				150	000
				CY	30000			1030	000
*									
151	4994	151-	1103-	M	MAN HRS	21	653	1010	1296
			1233	M				320	000
188	1176	188-	213-	M				250	305
	1116		880	M				700	471
1625	500	1625	500-	M				000	290
1286	8486	1286	297	M	13800		3852	2280	2203
* *									
	25		95	SY	MAN HRS		3	120	025
	152		212	SY				060	152
	60			SY				060	060
	26		54	SY				080	026
	41		361	SY	2000		1000	320	041
* *									
3450	53694	1353-	16009-	CY	MAN HRS	426	6606	291	393
1526	17668	1278-	7826-	CY				076	129
105	398	105	398-	CY				000	003
1667	40518	452	2445-	CY				294	296
11612	27530	13579	7824	CY				273	201
477-	139806	11504	18854-	CY	129500	7206	136706	934	1023
* *									
	1096		7704	%				88000	10960
	1096		7704	%	100		100	88000	10960
* *									
				CY	MAN HRS			293	000
				CY				208	000
				CY				331	000
				CY	157000			332	[illegible]

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OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Portland 97202
March 14, 1972

To: MEMO TO THE FILE

SUBJECT: Meeting - Drake Impact Claim
Beaverton-Tigard Highway
Contract 7323

On Monday, in the Regional Office, a meeting was held to discuss Drake's impact claim. Drake was represented by Jack Hardy, the State was represented by Al Harwood, Roy Pyle, Howard Harris and me.

We attempted to determine the impact on Drake's work of our changes at the Wilshire structure. We indicated that we were not acknowledging any responsibility for the so-called silt cut. With this in mind, it appeared that any impact to Drake's work would involve their costs in constructing the Parkway structure. The bulk of the work on this structure took place in January, February and March. It appeared that had we not changed the design of the Wilshire structure that Parkway could have been done in the fall.

We asked Mr. Hardy to make a comparison of his unit concrete work on Wilshire (a similar structure), which was done in the fall, with their unit costs for the Parkway structure, which was done in the winter. We also asked for the total labor charges on the Parkway structure, if this were obtainable. Mr. Hardy appeared agreeable and indicated that he would try to have these new figures to the Resident Engineer at the end of this week.

NOTED
A. E. JOHNSON

L. W. Rulien
Regional Engineer

LWR/cr
cc A. E. Johnson
F. D. Morgan
Roy Pyle
Howard Harris

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7323

S.S.MULLEN CONSTRUCTION

February 29, 1972

Administrator of Highways
Oregon State Highway Division
Highway Building
Salem, Oregon

Attention: A.E. Johnson, Assistant State Highway Engineer

Subject: Sunset Highway - Beaverton Section
Contract No. 7323
Wilshire Impact Claim (S.S. Mullen).

Gentlemen:

We have re-examined our claim resulting from the Wilshire Bridge Design Change Delay as per your letter dated February 22, 1972.

Adjustments have been made to Item "F" (Re Work Fills - Stage II Material) using our equipment ownership rates.

With reference to your suggestion to compare the actual job performance to a realistic schedule, a study of our "as-built" schedule shows that the silt cut Station "L" 150-160 which delayed the project concurrently with the Wilshire Change, was completed in late August of 1970.

Our records further show that during May, June, July and August of 1970 our average excavation production was approximately 102,000 c.y./month. Considering production at this rate, ample time would have been available to accomplish the Phase II excavation in the 1970 season after completion of the silt cut in August.

The Wilshire structure was started around the 1st of May, 1970; allowing 4 months to complete the structure, its completion would also have been accomplished in late August of 1970 if not affected by the design change.

The Wilshire delay extended a related effect to much of the critical work for the remainder of the project. The Parkway structure was consequently delayed due to utility installations in the foundation excavation area that were to be moved on to the Wilshire Structure upon completion.

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Phase II and III excavation and roadway work was delayed into the 1971 season. The delay of the Phase II and III excavation compounded the schedule problem because of the extensive storm sewer and utility work that had to be done after the excavation was completed to grade. The nature of the job dictated a sequence of operation with very little latitude to improve the schedule by simultaneous operations. As stated in our original claims arguments, adverse weather conditions persisted late into June of the 1971 season. Without the advantage of some float time in the 1971 season, the contractor was forced into an expensive and disadvantageous position due to no fault of his own.

In early May backfill operations for Abutments and Impact Slabs were conducted on five of the project bridges under unfavorable weather conditions at extra cost due to the necessity of early access to the structures for the 1971 season.

Grading operations started early in May prior to favorable weather conditions for the 1971 season which resulted in additional cost to the contractor in efforts to expedite project completion.

Other cost not reflected in our claim includes excessive finishing cost due to the project completion extending late in the fall of the 1971 season with much of the finishing work being done under adverse weather conditions. Our budget overrun for this item was almost four times our estimate.

Overtime for the 1971 season was in excess of 10% of the payroll due to Saturday work and extended shifts. The necessity for the excelleration and overtime work is borne by the fact that liquidated damages were withheld.

For reasons presented in our original claim arguments and as summerized above, we feel we are unable to adjust downward the items A - E of our original presentation.

We respectfully request that you reconsider our position in this claim and recommend payment as follows:

WILSHIRE IMPACT CLAIM

A.	Increased labor cost due to wage increases of June 1, 1971.	$ 19,129 10,587

July 15th

B.	Additional project indirect cost	addl supt etc push-up etc May-June + July	13,228 [illegible] $ 25,467.	1/2 July-Aug
C.	Additional cost of equipment mobilization ?		7,174 ✓	✓ no change
* D.	Additional equipment rental cost May and June, 1971 down-time + addl rental.		~~11,944.~~	—
* E.	Excavation efficiency loss for State II work performed in 1971	May + June cost 142 July 116 -26 = 90,000 cy +	~~24,210.~~	—
F.	Rework Fills - Stage II material Wet matl, Parkway		6,556 ✓	
	Subtotal		~~$ 94,448~~ 72,689	67,500

G: → 118,000 x .616 =

Contractor Home Office Overhead, profit, bond, business and occupation tax @ 19.8 — Home office 7.676 = 110,233 / 7.578 / ~~18,700.00~~

118,000 cy of delayed exca into 1971

TOTAL	~~$113,148.00~~
1 1/4 % Bond Prem	118,611
	1,483
	~~$120,094.00~~

Ave cost '70 (excludg silt cut) = .709/cu yd

" " '71 1.365
-.04
1.325

~~Diff~~ → ~~.709~~/cuyd

Diff = .616/cuyd

Very truly yours,

S. S. MULLEN CONSTRUCTION

Frank E Blake Jr

Frank E. Blake, Jr.
Operations Manager

FEB/ss

Attachment

* Is D included in E ?

F. Rework fills - Stage 2 material

July 20, 1971 to August 5, 1971

			LABOR		EQUIPMENT
D-8 Dozer	S.T. 66½ Hr.	9.02	$ 599.83	29.90	$1,988.35
	O.T. 9 Hr.	12.98	116.82	29.90	269.10
D-9 Dozer	S.T. 32 Hr.	9.02	288.64	37.05	1,185.60
	O.T. ½ Hr.	12.98	6.49	37.05	18.53
Patrol - Cat 12F	S.T. 20 Hr.	9.27	185.40	8.55	171.00
824B Compactor	S.T. 69½ Hr.	9.02	626.89	12.52	870.14
	O.T. 9 Hr.	12.98	116.82	12.52	112.68
			$1,940.89		$4,615.40
Total					$6,556

S.S.MULLEN CONSTRUCTION

February 28, 1972

Administrator of Highways
Oregon State Highway Division
Highway Building
Salem, Oregon

Attention: A. E. Johnson
Assistant State Highway Engineer

Reference: Sunset Highway--Beaverton Section
Contract No. 7323
Haul Around (Wilshire Area) Claim

Gentlemen:

In accordance with your letter dated February 22, 1972, we are resubmitting the money amount of our Haul Around (Wilshire Area) claim.

Adjustments to equipment rates have been made using Actual job rates for S. S. Mullen equipment, and Outside rental rates as charged to S. S. Mullen for equipment used.

Our adjusted costs are as follows:

Scraper Haul Cost	$ 4,543
Truck Haul Cost	16,649
Total Cost	$21,192

We respectfully request payment in the amount shown above as compensation for this additional work.

Very truly yours,

S. S. MULLEN CONSTRUCTION

F E Blake Jr

F. E. Blake, Jr.
Operations Manager

FEB/ep

Enclosure

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TRUCK HAUL COST

CREW		Labor COST/HR	S.S.M. EQUIP. COST/HR	OUTSIDE EQUIP. RENT COST/HR	TOTAL COST/HR	TOTAL COST
1 FM	1 PU	9.36	1.60			
1 Opr	1 988	9.47		34.70		
4 Team	4 180's	31.52		145.20		
1 Opr.	1 D-9	8.51		37.05		
1 Opr.	1 D-8	8.51		35.60		
1 Opr.	1 D-8	8.51	29.90			
1 Opr.	1 D-6	8.51	20.05			
1 Opr.	1-WC-17	8.51		15.36		
2 Opr.	2 Blade	17.39		20.20		
4 Flagmen	½ PD	12.90				
1 Grade	CK					
		130.87	51.55	288.11		
Add 20%		26.18				
Add 15%			7.73	43.22		
		157.07	59.28	331.33	547.68	

FACTS:

4.0 Units Running

1966 cycles made

541.5 Unit Hrs Consumed = 3.63 cycles/unit/hr

LOSS

1.05 cycle per unit per hour.

4 units running lost 4.2 cycles/hr

1966 cycles ÷ 4.68 cycles = 420.1 unit hours should have been consumed.

Loss = 541.5 - 420.1 = 121.4 unit hrs ÷ 4 = 30.4 crew hrs.

COST

30.4 Crew Hr X 547.68 = $16,649.00

SCRAPER HAUL COST

CREW		LABOR COST/HR	S.S.M. EQUIP. COST/HR	OUTSIDE EQUIP. RENT COST/HR	TOTAL COST/HR
½ FM	½ PU	4.51	.80		
1 Opr	1 D9	8.19		37.05	
½ Opr	½ D8	4.09	14.95		
½ Opr	½ WC17	2.05		3.84	
½ Opr	½ Blade	4.22		2.50	
1 Opr	1 631B	8.33		34.60	
2 Opr	2 AC260S	--		61.00	
4 Flagmen	½ PD	12.92		--	
½ Grade CK		3.75		--	
		48.06	15.75	138.99	
Add 20% Labor		5.77			
Add 15% Equip.			2.36	20.85	
		53.83	18.11	159.84	231.78

FACTS:

3 Units Running
1075 Loads or cycles made
250.5 Unit Hours consumed = 4.29 cycles/hr

LOSS:

1.32 cycles per Unit per hour
3.0 Units Running - Lose 4 cycles per hour.
1075 Loads ÷ 5.61 cycles/hr = 191.6 Unit hours should have been consumed.
Loss = 250.5 = 191.6 = 58.9 hrs ÷ 3 units = 19.6 crew hrs.

COST:

231.78 X 19.6 hrs = $4,543.00

S.S.MULLEN CONSTRUCTION

February 28, 1972

Administrator of Highways
Oregon State Highway Division
Highway Building
Salem, Oregon

Attention: A. E. Johnson, Assistant State Highway Engineer

Subject: Sunset Highway--Beaverton Section
Contract No. 7323
Wilshire and "E" Line Slope Layback Claim

Gentlemen:

Attached are adjusted costs to our previously submitted Slope Layback Claim (Wilshire Area). These adjusted costs represent the actual cost experienced by the Contractor in performing the added rock and common excavation work on the Wilshire and "E" Line Slope Layback change.

Our original bid of $0.73 C.Y. for general excavation was based on a 25% ratio of rock to common for the project. A ratio of 42% rock to common was actually experienced in this change.

Price Agreement No. 6 was presented to the Contractor without detail in respect to unclassified excavation. It also provided for all changes to be performed at existing unit prices, presumably based on the initial excavation in the Wilshire Bowl area.

The material encountered in the initial bowl excavation layback was considerably different from most of the material the Contractor was ultimately directed to move under Price Agreement No. 6. The Contractor asks only for recovery of losses sustained resulting from this added work.

Our costs have not been adjusted for Items (C) Force Account work, and (D) Slope Dressing, as presented in the original claim.

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We respectfully request that you reconsider the arguments as presented in our original claim documents, and as stated above.

By this presentation of our costs, we request that a Price Agreement be issued for the following:

(a)	Change in rock excavation.	$18,960	Paid PA#12
(b)	Force Account work, Lump Sum	748	
(c)	Slope dressing, Lump Sum	4,125	See back-up.
		$23,833	

Very truly yours,

S. S. MULLEN CONSTRUCTION

F. E. Blake Jr.

F. E. Blake, Jr.
Operations Manager

FEB/ML/ep

Attachment

SLOPE LAYBACK WILSHIRE AND "E" LINE CHANGE

Price Agreement No. 6
30,000 C.Y. material added

17,500 C.Y. Common)
12,500 C.Y. Rock) 42% Rock

Original Bid Estimate:

588,000 C.Y. Common)
200,000 C.Y. Rock) 25% Rock

788,000 C.Y. Total @ $0.73

Price Agreement No. 6 (Based on Original Estimate)

30,000 C.Y. @ 0.73 =		$21,900
22,500 C.Y. (75% Common) @ 0.54 =	$12,150	
7,500 C.Y. (25% Rock) @ 1.30 =	9,750	
		$21,900

Actual Cost (Based on Actual Work)

30,000 C.Y. @ 1.362 =		$40,860
17,500 C.Y. (58% Common) @ 0.672 =	$11,760	
12,500 C.Y. (42% Rock) @ 2.328 =	29,100	
		$40,860

(Contains 20%-15% mark-up.

Actual Cost (Based on Actual Work)	$40,860
Price Agreement No. 6 Based on Original Estimate	21,900
Amount Over Estimate Cost =	$18,960

42
25
17
3
5100

.17 (1.)
30000
5100.00
1.6
30600
5100
8160

12385
.15
61925
12385
1857.75

12,385
17
86695
12385
2105.45

15
.6
9.0
8.
17.0

20
4

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12125
2365

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7323

February 22, 1972

Donald M. Drake Company
and S. S. Mullen Construction
1740 N. W. Flanders Street
Portland, OR 97209

Gentlemen:

Re: Sunset Highway-Beaverton Section
Contract No. 7323

We have reviewed the eight separate claims which you presented. The State's response to you on these matters is as follows:

1. Silt Cut (Center Street) Claim - We find no valid basis for additional compensation on this item.

2. Slope Layback (Wilshire Vicinity) - There may be basis for adjustment on a minor part of the work in this area. This would be for finishing larger slope areas that resulted from the actual construction to flatter slopes. We believe the other elements of this claim are without merit.

3. Haul Around (Wilshire Area) - There may be basis for adjustment for the hauling actually done around the Wilshire Structure work. In analyzing your derivation of the money amount of this claim, we note that you have used full AGC force account rates. We would further review this claim if you wish to re-submit it, using your equipment ownership rates which are presumably lower and which would reduce the amount of the claim.

4. Mullen Impact - In establishing a basis for an adjustment on this item, we do not agree with at least one assumption which concerns the assumed schedule for accomplishing the Wilshire Structure construction had there been no change in the structure. We believe the work

as actually performed should be compared with a realistic schedule that properly recognizes job conditions that existed in other areas. We would further review this claim if you wish to re-submit it based on such a comparison and using your equipment ownership rates.

5. Drake Impact - The material submitted on this claim is insufficient. From the material submitted, we find no basis for additional compensation.

We would sanction additional compensation on each of the remaining three claims concerning bridge rail, temporary signals and topsoil underrun. Our Resident and Regional Engineers will try to arrive at the specific amounts of additional compensation on these three items, working towards their resolvement with Price Agreements.

Any settlement that I might ultimately recommend to dispose of the first five claim items requires the approval of higher authority and the Highway Commission.

Very truly yours,

George M. Baldwin
Administrator of Highways

By

A. E. Johnson
Assistant State Highway Engineer

cc S. S. Mullen Construction
Box 3886
Seattle, Washington 98124

bc George M. Baldwin
Tom Edwards
F. B. Klaboe
F. D. Morgan
Walt Hart
L. H. Young
L. W. Rulien

JAB:fw ja

RECEIVED
JAN 2

FOR FILING

SU-466(1)
7323

January 24, 1972

S. S. Mullen Construction, Inc.
a division of Mullen Corporation
P. O. Box 3886
Seattle, Washington 98124

Gentlemen:

Re: Sunset Highway-Beaverton Section
Beaverton-Tigard Highway
Contract No. 7323

You inquired regarding the derivation of the 104-day time extension which was approved by the Highway Commission at its November 24, 1971 meeting.

This extension was based on the work added by Price Agreements No. 6, 7 and 12 extending the Wilshire Structure, and Price Agreement 18 extending the "G" Line wall. The 104 days covered all the liquidated damages that have accrued since by definition time is not counted during the three winter months of December, January and February.

Very truly yours,

George M. Baldwin
Administrator

By

A. E. Johnson
Assistant State Highway Engineer

cc Donald M. Drake Company
1740 N. W. Flanders Street
Portland, Oregon 97209

bc George M. Baldwin
Tom Edwards
F. B. Klaboe
F. D. Morgan

JAB:fw ja

RECEIVED
JAN 26 1972
FOR FILING

SU-466(8
7323

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
January 21, 1972

To:

Mr. L. E. George
Traffic Engineer
BUILDING

SUBJECT: Temporary Traffic Signal Claim
Sunset Highway-Beaverton Section
Contract No. 7323

NOTED
A. E. JOHNSON

Transmitted herewith for your review and recommendations is a file concerning a claim for $7,707.25 presented by the contractor for temporary traffic signal installation on the Sunset Highway-Beaverton Section. This is one of several claims on other items which we are analyzing.

Please give us your recommendation on this claim. This will be needed for a meeting with the contractor in early February.

F. D. Morgan
Construction Engineer

By

John A. Bond
Construction Administration Engineer

JAB:fw

Enc.

cc A. E. Johnson

JAN 21 1972

Claim 4639

FILED
JAN 19 1972
CLAY MYERS
SECRETARY OF STATE

RECEIVED
JAN 20 1972
OREGON
STATE HIGHWAY COMMISSION

1859

**OREGON STATE
HIGHWAY DIVISION**

7323

HIGHWAY BUILDING • SALEM, OREGON • 97310

January 18, 1972

Feenaughty Machinery Company
P. O. Box 13279
Portland, Oregon 97213

NOTED ON CARD
RL 1-20-72

Attention: William F. Richardson
Treasurer

Gentlemen:

This is to acknowledge receipt of your letter of January 10, with attached invoices, stating that Donald M. Drake and S. S. Mullen Company owes you for equipment rental in the amount of $1,197.67.

This appears to be in reference to the Donald M. Drake Company and S. S. Mullen Construction Contract No. 7323 for work on the Sunset Highway-Beaverton Section of the Beaverton-Tigard Highway in Washington County.

The Travelers Indemnity Company through Miller and Ames - Forsgren, 417 S. W. Washington Street, Portland, Oregon 97204 furnished the performance bond on this contract. We will advise them of the receipt of your claim letter and we will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY
Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc The Travelers Indemnity Co.
Miller & Ames - Forsgren
Donald M. Drake Company
and S. S. Mullen Constr.
Hon. Clay Myers - Please acknowledge receipt of the attached claim on the enclosed copy of this letter. ✓

NOTED
C. W. HEAD

282-2566

MACHINERY
COMPANY

4800 NORTHEAST COLUMBIA BLVD. (P. O. BOX 13279, PORTLAND, OREGON 97213)

January 10, 1972

Secretary of Highway
Commission
State of Oregon Highway Bldg.
Salem, Oregon 97310

Attention: Mr. Floyd Query

Dear Mr. Query:

We would like to place a lien against State Highway Job, No. 7323 - Sunset Highway, Beaverton Section. The Prime Contractors are Donald M. Drake & S. S. Mullen Co.

On July 22, 1971, S. S. Mullen Co. rented a Tampo Self-Propelled Vibratory Roller from us under their Purchase Order 281-783. We have invoiced them on four occasions for rental due; two of which they have paid. There are two invoices outstanding of which we have enclosed copies,--No. 10-6170 in the amount of $850.00 for rental from September 24 to October 24, and Invoice No. 11-6124 for $347.67 which was the closing invoice for rental from October 24 to November 4, 1971.

The payment on these invoices has been so slow and our correspondence with their office has been so unsatisfactory, we feel we should file a lien for these last two rental invoices.

We are enclosing copies of the original rental order, as well as copies of all the rental charged, both paid and unpaid. If you would file a lien for us against this job, we would be greatly appreciative.

Sincerely,

FEENAUGHTY MACHINERY CO.

Wm. F. Richardson

Wm. F. Richardson

Treasurer

WFR/m
Encl.

RECEIVED
JAN [illegible] 1972
[illegible]
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL.

FEENAUGHTY
Rentals
MACHINERY
COMPANY

RENTAL ORDER

4800 NORTHEAST COLUMBIA BLVD.
(P. O. BOX 13279)
PORTLAND, OREGON 97213

ORIGINAL

R- 2097

282-2566

Leases To S.S. Mullen Const.
11120 S.W. Center St.
Beaverton, Ore. 97005

Ship to Same

Via Del INTERSTATE HEAVY HAULING 03988

The LESSEE agrees to pay LESSOR as rental for the following described property

	Per Day	Per Week	Per Month
1-FPR 14 Tampo Self Propelled			
Vibratory Roller Serial # C-15556			
Model VP 90	120.00	350.00	850.00
Close out Rent from 10/24/71			
thru 11/4/71 9 working days @ monthly rate			
@ 38.63 = 347.67			

Transportation charges to be paid both ways by LESSEE. All rentals in advance. Said rent is to begin on the day the said property is shipped or delivered to LESSEE and is to end on the day that the said property is returned by LESSEE to the LESSOR.

This agreement is not to be construed as a sales contract. The intent of this agreement is that LESSOR is renting and/or leasing said property only. Said property must remain personal property at all times notwithstanding the manner of its annexation to realty.

In the event that LESSEE fails to perform anything herein, or fails to pay the rental payments as agreed LESSOR reserves the right to enter LESSEE'S property for the purpose of reclaiming the property as described in this agreement. Any costs such as transportation, legal fees, etc., involved in enforcing this agreement must be borne by the LESSEE.

LESSOR warrants the equipment to be in good working order. LESSEE agrees to keep said equipment in such condition at his own expense, to keep said equipment free from all liens and other encumbrances, to assume all risks from fire or other casualty, to indemnify LESSOR for all damage or loss due to fire or other casualty. LESSEE further agrees, on return of the equipment, to reimburse LESSOR for all charges incidental to breakages, shortages, or damage, other than ordinary wear, to said equipment during the term hereof.

LESSEE'S signature on this agreement acknowledges receipt of the listed equipment in good order. LESSEE agrees to keep the equipment in his custody, and not to re-rent or sublease same without LESSOR'S consent in writing.

Date of Order 7/22/71 Rental to Start 7/24/71 Customer's Ord. No. 981-783

Lessor

Lessee X Mickey Coleman by phone to RCC
or Authorized Representative

PICKED-UP BY-

Date Returned 11/[illegible] ← Lessor

SEATTLE
717 So. Michigan St.
Phone: 725-8383

PORTLAND

SPOKANE
N. 328 Fancher Rd.
Phone: 535-2944

SEATTLE · PORTLAND · SPOKANE

Feenaughty
MACHINERY
COMPANY

4800 N. E. COLUMBIA BLVD. (P. O. BOX 13279, PORTLAND, OREGON, 97213)
PHONE 282-2566

ROAD BUILDING MACHINERY
CONTRACTORS' AND LOGGING EQUIPMENT

Invoice No.	8 6171
Invoice Date	Aug.25, 1971
Rental Order No:	R-2097
Cust. Order No.	281-783
Cust. Job No.	
Date Started	7/24/71
Date Returned	
Shipped Via	Interstate
F.O.B.	

RENT TO
S. S. Mullen Construction
11120 S.W. Center St.
Beaverton, Oregon 97005

SHIPPED TO:

Qty.	Eqpt. No.	Description	Time Used	Rate	Rental Charge
1	FRR-14	Tampo self propelled vib. roller S/N C15556 Model VP90	1 mo	850 00	850 00
		Rental 7/24 - 8/24/71			

PAID
NOV. 8, 1971

Minimum Rental ½ day; Fractional rental based on 5 work day week, 22 work day month, starting after First Week or First Month of rent. Terms. Net 10th of month following rental. Interest charged on past due accounts

INVOICE TOTAL: 850 00

PLEASE PAY FROM INVOICE — NO STATEMENT WILL BE SENT

SEATTLE
717 So. Michigan St.
Phone: 725-8383

PORTLAND

SPOKANE
N. 328 Fancher Rd.
Phone: 535-2944

SEATTLE • PORTLAND • SPOKANE

Feenaughty
MACHINERY
COMPANY

4800 N. E. COLUMBIA BLVD. (P. O. BOX 13279, PORTLAND, OREGON, 97213)
PHONE 282-2566

ROAD BUILDING MACHINERY
CONTRACTORS' AND LOGGING EQUIPMENT

Invoice No:	9 6155
Invoice Date	Sept.23,1971
Rental Order No:	R-2097
Cust. Order No.	281-783
Cust. Job No.	
Date Started	7/24/71
Date Returned	
Shipped Via	Interstate
F.O.B.	

RENT TO
S. S. Mullen Construction
11120 S.W. Center St.
Beaverton, Oregon 97005

SHIPPED TO:

Qty.	Eqpt. No.	Description	Time Used	Rate		Rental Charge	
1	FRR-14	Tampo self propelled vib. roller S/N C15556 Model VP90	1 mo.	850	00	850	00
		Rental 8/24 - 9/24/71					

PAID
JAN 3 1972

Minimum Rental ½ day; Fractional rental based on 5 work day week, 22 work day month, starting after First Week or First Month of rent. Terms: Net 10th of month following rental. Interest charged on past due accounts.

INVOICE TOTAL: 850 00

PLEASE PAY FROM INVOICE — NO STATEMENT WILL BE SENT

AGC

ROAD BUILDING MACHINERY
CONTRACTORS' AND LOGGING EQUIPMENT

Feenaughty
MACHINERY COMPANY

4800 N. E. COLUMBIA BLVD. (P. O. BOX 13279, PORTLAND, OREGON, 97213)
PHONE 282-2566

Invoice No:	10 6170
Invoice Date	Oct. 27,1971
Rental Order No:	R-2097
Cust. Order No.	281-783
Cust. Job No.	
Date Started	7/24/71
Date Returned	
Shipped Via	Interstate
F.O.B.	

RENT TO
S. S. Mullen Construction Co.
11120 S.W. Center St.
Beaverton, Oregon 97005

SHIPPED TO:

Qty.	Eqpt. No.	Description	Time Used	Rate		Rental Charge	
1	FRR-14	Tampo self propelled vib. roller S/N C15555 Model VF90	1 mo	850	00	850	00
		Rental 9/24 - 10/24/71					

Minimum Rental ½ day; Fractional rental based on 5 work day week, 22 work day month, starting after First Week or First Month of rent. Terms. Net 10th of month following rental. Interest charged on past due accounts

INVOICE TOTAL 850 00

ROAD BUILDING MACHINERY
CONTRACTORS' AND LOGGING EQUIPMENT

Feenaughty
MACHINERY COMPANY

4800 N. E. COLUMBIA BLVD. (P. O. BOX 13279, PORTLAND, OREGON, 97213)
PHONE 282-2566

Invoice No:	11 6124
Invoice Date	Nov. 11,1971
Rental Order No:	R-2097
Cust. Order No.	281-783
Cust. Job No.	
Date Started	7/24/71
Date Returned	11/4/71
Shipped Via	Interstate
F.O.B.	

RENT TO
S. S. Mullen Construction
11120 S.W. Center St.
Beaverton, Oregon 97005

SHIPPED TO:

Qty.	Eqpt. No.	Description	Time Used	Rate		Rental Charge	
1	FRR-14	Tampo self propelled vib. roller S/N C-15556 Model VP90 Close out rent from 10/24 thru 11/4/71 9 working days @ co. rate @ 38.63	9 days	850	00 mo	347	67

RENTALS

Minimum Rental ½ day; Fractional rental based on 5 work day week, 22 work day month, starting after First Week or First Month of rent. Terms: Net 10th of month following rental. Interest charged on past due accounts.

INVOICE TOTAL: 347 67

PLEASE PAY FROM INVOICE — NO STATEMENT WILL BE SENT

AGC

ROAD BUILDING MACHINERY
CONTRACTORS' AND LOGGING EQUIPMENT

Feenaughty
MACHINERY COMPANY

4800 N. E. COLUMBIA BLVD. (P. O. BOX 13279, PORTLAND, OREGON, 97213)
PHONE 282-2566

Invoice No:	11 6124
Invoice Date	Nov. 11,1971
Rental Order No:	R-2097
Cust. Order No.	281-783
Cust. Job No.	
Date Started	7/24/71
Date Returned	11/4/71
Shipped Via	Interstate
F.O.B.	

RENT TO
S. S. Mullen Construction
11120 S.W. Center St.
Beaverton, Oregon 97005

SHIPPED TO:

Qty.	Eqpt. No.	Description	Time Used	Rate		Rental Charge	
1	FRR-14	Tampo self propelled vib. roller S/N C-15556 Model VP99 Close out rent from 10/24 thru 11/4/71 9 working days @ co. rate @ 38.63	9 days	850	00 mo	347	67

Minimum Rental ½ day; Fractional rental based on 5 work day week, 22 work day month, starting after First Week or First Month of rent. Terms Net 10th of month following rental. Interest charged on past due accounts.

INVOICE TOTAL: 347 67

PLEASE PAY FROM INVOICE — NO STATEMENT WILL BE SENT

RENTALS

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Consolidated Freight Classification.

†(Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.)

(Uniform Domestic Straight Bill of Lading, adopted by Carriers in Official, Southern, Western and Illinois Classification territories, Mar. 15, 1922, as amended Aug. 1, 1930, and June 15, 1941.)

UNIFORM STRAIGHT BILL OF LADING

ORIGINAL—NOT NEGOTIABLE

Shipper's No. 03988

Agent's No.

INTERSTATE HEAVY HAULING Co COMPANY

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading,

AT PORTLAND, OREGON, 7.23 19 71 **FROM FEENAUGHTY MACHINERY CO.**

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee—For purposes of notification only.)

Consigned to S. S. MULLEN CONST

Destination 11120. S.W. CENTER ST State of County of

Route BEAVERTON OREGON

Delivering Carrier Car Initial Car No.

No. Packages	KIND OF PACKAGE, DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	*WEIGHT (Sub. to Cor.)	Class or Rate	Ck. Col.
1	FRR.14. TAMPO SELF PROPELLED			
	VIB ROLLER, SER.NO. C-15556			
	MODEL VP90			

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor.)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $

to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per

(The signature here acknowledges only the amount prepaid.)

Charges advanced $

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

FEENAUGHTY MACHINERY CO. Shipper, Per M. Bryant Agent Jim Kenworthy Per

Permanent post-office address of shipper: 4800 N.E. COLUMBIA BLVD., PORTLAND, OREGON 97218

FORM FS 437-25 (li

INTERSTATE HEAVY HAULING INC.

P.O. Box 11247 Portland, Oregon 97211 285-2501.

Truck No. 602-10 Trailer No. 604-7 Date 11-4-71 FREIGHT BILL NO. ____________

Shipper S. S. Mullens Co Beaverton Shipper's No. ____________

Consignee
Charge To: Fennoughty Co Portland

No. Pkg.	Description of Article	Load and Unloading Time	Per Hour Rate	Miles Hauled	Per Mile Rate	Weight	Rate Per cwt. or ton	Charges
	1 - Roller..							

Shipper ____________

Per ____________

The agreed or declared value of the property is hereby specifically stated by the Shipper to be not exceeding.

$ ____________ Per ____________

Received the above freight in apparent good order.

Date ____________

Per ____________

PAY LAST AMOUNT SHOWN

ALL BILLS ARE DUE AND PAYABLE 7 DAYS AFTER PRESENTATION

RECEIVED
DEC 27 1971
FOR FILING

Salem, Oregon
December 17, 1971

MEMO TO THE FILES

SU-46(9)
7323

RE: Leaking Pavement
Sunset Highway-Beaverton Section
Contract No. 7323

On December 15, 1971, an inspection of leaking pavement on the subject contract was made. The attached photos are typical of the leaking that is occurring on the area northerly of Walker Road and on the steeper five-per-cent grade portion and supered section. The leaking is occurring at joints.

Some discoloration on the pavement indicates there was some cement sediment seeped through at first, but at this viewing the water seepage was clear. Probably the water is coming into the highway area from the easterly cuts and progressing under the pavement and possibly gets in between layers of CTB and A.C. then builds up some pressure and seeps through the AC when it finds an open area.

This is the second project where leaking has occurred and in both cases the problem areas have been on the steep grades and in conjunction in many instances with supered sections. Both projects had CTB. The Dudlee Hill-Blodgett Section also had lime treatment of the soil. One of the main problems with areas such as these is a pavement icy condition during freezing periods.

The correction no doubt involves more sub-drainage to intercept the water before it has a chance to gain a pressure and leak through the pavement.

John H Walker
John H. Walker
Quality Control and Training Engineer

JHW:fw
Enc.
cc: A. E. Johnson
Frank Hall
L. W. Rulien

RECEIVED
DEC 20 1971
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
A. E. JOHNSON

RECEIVED
DEC 31 1971
FOR FILING

#4

511-466(8)
7323

November 26, 1971

Donald M. Drake Company and
S. S. Mullen Construction, a
division of Mullen Corp.
1740 N. W. Flanders Street
Portland, Oregon 97209

Gentlemen:

The State Highway Commission at its meeting on November 24, 1971, considered your request for a time extension of 318 days on Contract No. 7323 for work on the Sunset Highway-Beaverton Section of the Beaverton-Tigard Highway in Washington County.

Careful consideration was given to the reasons you submitted. However, in light of the available facts and the provisions of the contract the Commission granted you an extension of 104 days without assessment of liquidated damages.

If there are pertinent facts which have not yet been considered, you should contact the Resident Engineer, the Regional Engineer, or the Construction Engineer in the Salem Office.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

bc F. D. Morgan
V. E. Skoog
L. W. Rulien
Roy Pyle

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 7323 Contractor Donald M. Brake & S. S. Mullen

Highway Beaverton - Tigard

Section Sunset Hwy - Beaverton

Kind of Work Grading, Paving, Structures & Signing

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or **GRANTED**. The reasons for such recommendation are as follows:

Recommend 104 days extension for price agreement work added in vicinity of Wilshire and Parkway structures.

Recommended for Approval:

Allen C Howard
Division Engineer

for
Construction Engineer or Bridge Engineer

Assistant State Highway Engineer

State Printing [illegible]

Contract No. 7323

Project designation SU-466(8)
State-Federal

Date awarded November 18, 1969

Work started January 5, 1970

Per cent completed 67.9 Aug. 13, 1971
Date

No. of Calendar Workdays Allowed 445

No. of Workdays Used 441

No. of Added Workdays Requested 318

E—220 (Rev.)—5M—8-60

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date July 6, 1971

Gentlemen:

We, the undersigned, respectfully request an increase in the number of calendar workdays from 445 days to 763 days, within which to complete our Contract No. 7323, without the assessment of liquidated damages. The said contract is described as follows: Grading, Paving, Structures & Signing, Sunset Hwy.-Beaverton Sec., B'ton Tigard Highway

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: (SEE ATTACHED TIME EXTENSION REQUEST NOS. 1, 1A, 2, 3, 4, 5 & 6)

Each of these requests define the number of calendar days due an activity. A portion of these days do overlap and Attachment #A defines the areas of overlap. We request a total of 318 calendar days' time extension due to the above changes.

Respectfully submitted,

DONALD M. DRAKE COMPANY & S. S. MULLEN
Contractor

By R E Grant
R. E. Grant, Attorney-In-Fact

CONSENT OF SURETY

Date July 6, 1971

We, THE TRAVELERS INDEMNITY COMPANY, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

James F. Darby
James F. Darby Attorney-in-fact

(SEAL)

James F. Darby
Resident Agent

FORM E-30

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 2, 1971

SUBJECT: Request for Time Extension
Sunset Highway-Beaverton Section
Contract No. 7323

To:

Mr. A. E. Johnson
Assistant State Highway Engineer
BUILDING

Drake-Mullen Company requests a 318-day extension of the contract time listing seven separate reasons. Actually, this is really only three reasons. The first two and the last one are based on weather. The remaining four are all based on added price agreements related to the change to flatter slopes around the Wilshire and Parkway structures and a price agreement which clarified a plan conflict and paid for added more difficult excavation on the merging lanes at the on ramp to the Sunset Highway.

Some pertinent dates are:

Bids opened	November 13, 1969
Work started	January 5, 1970
Start of day count	March 2, 1970

445 calendar workdays expired August 18, 1971

Through the October 5 estimate, 48 days liquidated damages have been withheld at the rate of $300 per day. The job is 85 percent done with completion estimated for November 30, so an additional 56 days overtime will accrue before entering another winter dormant no count period which would make a total of $31,200 up to December 1.

We have reviewed some of the 'Climatological Data" and do not believe the rainfall in either 1970 or 1971 was so unusual as to warrant extension of time. On the very few occasions where this reason has been recognized, the departure has been on the order of 100 percent or more and the worst month here (April, 1971) was about 60 percent above.

There have been some significant added orders on this job which do justify time extension. There have been nine Price Agreements exceeding $5,000 each. Three of these are covered by the contractor's reasons No. 2, 3 and 4 which are somewhat related. They all arise from the fact that excavations around the structures on the northerly end of the job (Wilshire and Parkway overcrossings) would not stand on the planned 1/4:1 slopes. This required a major change in the Wilshire structure whereby 29 feet was added to the structure length on the east end which required an additional bent. This one change added about $72,000 or 5.8 percent of the structures contract amount. For the same basic slope change reasons, a retaining wall near the Parkway structure had to be extended 415 feet at a cost of over $25,000.

Due to a utility relocation problem, the Parkway and Wilshire structures could not be built concurrently. The Wilshire structure had to be built first and the utilities moved to it before the Parkway structure area could be opened up. The Wilshire structure was finished by late November of 1970 when about 61 percent of the contract time had elapsed. The delay and added work at Wilshire was therefore a critical item which delayed other work in the area. This reason alone justifies the 3-1/2 months or 104 days of liquidated damages which will accrue this year. (You will note the field recommended 129 days on this reason.)

The project has been making good progress recently with structures work virtually complete and paving 82 percent complete. The Construction Engineer looked this project over only last week and advises that the present outlook is that it will be completed, to traffic at least, by the end of this month. Any remaining signing or guardrail or cleanup will surely be completed during the winter dormant period, so the present outlook is that a 104-day time extension would eliminate all liquidated damages that are likely to accrue.

This is a Federal-aid Secondary project and specific Federal Highway Administration approval is not required. We recommend a 104-day extension. A rough draft letter to the Highway Commission is enclosed.

You will note the request was prepared in July. The contractor is anxious for official action on it. As discussed in your office last week, it would be desirable to obtain telephone approval from the Commission.

RECEIVED
NOV 2 1971
OFFICE OF
STATE HIGHWAY ENGINEER

F. D. Morgan
Construction Engineer

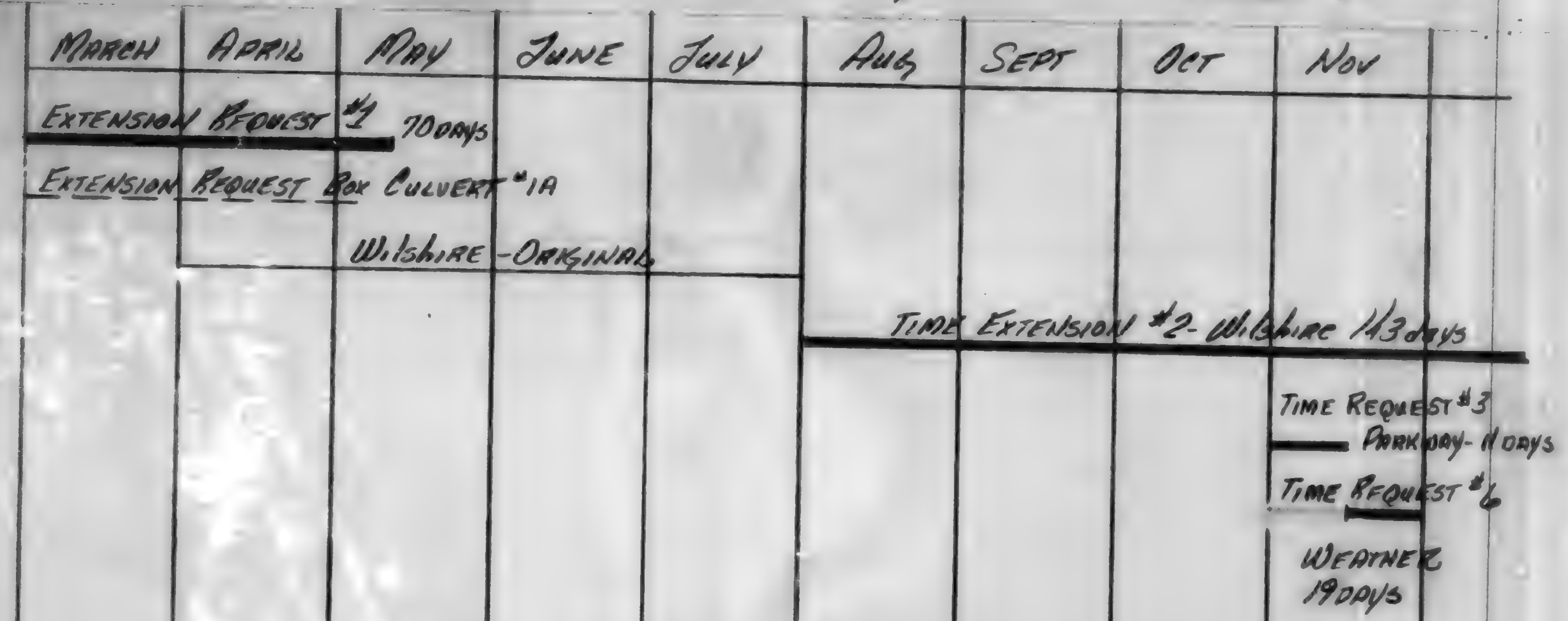
By John A Bond

John A. Bond
Construction Administration Engineer

JAB:fw
Enc.
cc V. L. Gallagher

TIME EXTENSION SUMMARY

EXHIBIT A



TOTAL TIME REQUEST - 1970

70 DAYS - Mar, April, May (weather)

122 DAYS - Aug, Sept, Oct, Nov (extra Work)

TOTAL TIME - 1971 (so far)

61 DAYS - Mar, April - Request #6 (weather)
11 - - J Line Wall - Request #5
54 - - G Wall - Request #4

318 DAYS

TIME EXTENSION REQUEST NO. 1

SPRING 1970 WEATHER

The original schedule submitted the Oregon State Highway Department on December 18, 1969 at the Pre-Construction conference provided for heavy grading to begin in March, 1970. The contractor was possibly somewhat optimistic as to this date, however the reasonableness or unreasonableness of this early date is unsubstantiable. Climatic conditions had differed adversely from what had been expected by the contractor.

Record amounts of rainfall occurred in January, February and April of 1970. This record rainfall combined with the nondrying weather typical of January, February, March and April delayed the actual start date of any earth moving until May of 1970. The Portland City Weather Observatory records show that the amount of rainfall received for the months of January through April were approximately 150% of the past 30 year average. Curing temperatures were not received until May, 1970 when the average temperature exceeded the 50° mark. The highest temperature received through April, 1970 had been 57°. In May temperatures reached a maximum of 70° and an average 58°. Curing of this accumulated record rainfall did not begin until May, 1970. This is indicative of the actual schedule and further proven out by the reluctance of the State to place materials in fill areas prior to the latter part of May. Not before May could the material be worked to alleviate the excess moisture.

Reference is made to Article 8-7 of the Contract General Special Provisions, more especially the fifth paragraph of page (a) which reads in part..."of every year on which the contractor is not prevented by suspension of the whole of the work ordered by the engineer pursuant to Article 8-6, by acts of God, acts of...". Further reference is made to the above article paragraph six on the following page which reads in part...."A rain, flood, windstorm or other natural phenomenon of normal intensity for the particular locality in which the work is located shall not be construed as an "act of God"...".

This contract considers the record rainfall which had accumulated an "act of God". This rainfall was not a natural phenomenon of normal intensity. This accumulated record rainfall in combination with the non-curing days and weeks which followed prevented any and all production earthmoving until approximately May 10, 1970. At this point 70 calendar days of work had been charged the contract. However, no physical work had been accomplished on the contractor's scheduled critical path.

This contractor also feels that this 70 calendar day request is further justified under Article 8-6 page 57 of the Standard General Specifications. Paragraph one of said Specification states in part..."the Engineer shall have the authority to suspend the work wholly or in part by written order, for such period as he may deem necessary due to unsuitable weather, to conditions considered unfavorable for the prosecution of the work....". Although the contractor did not receive formal written orders not to pursue the work, verbal reluctance by the Oregon State Highway Department officials was received. In any event, to any who have had experience in earthmoving, to have provided an acceptable product of optimum moisture was virtually impossible under the nondrying conditions. It is the contractor's opinion as per the above, that formal written notification was not necessary and should the contractor have requested the same, the relationship of mutual endeavor to 'get-the-job-done' would have been somewhat strained. We request 70 calendar days time extension for this unforeseen climatic condition. The Portland weather information is attached as exhibit #1. The original schedule is attached as exhibit #2.

Exhibit #1

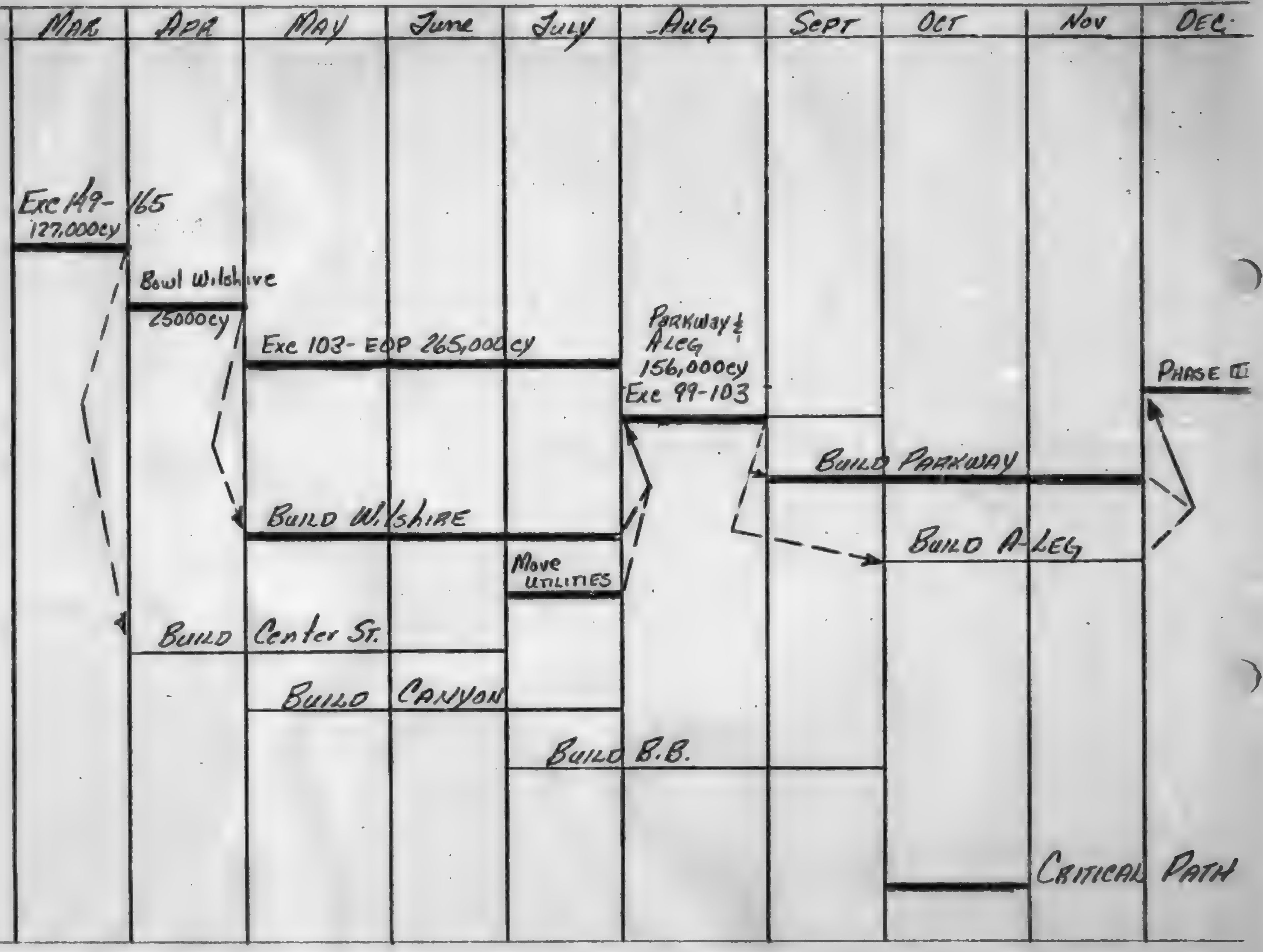
WEATHER DATA

1970 Averages

Month	Actual Precip Inches	30 year Avg. Precp. Inches	Diff. Inches	% of Average	Average Mean Temperature
January	15.22	6.34	8.88	240%	42.3°
February	5.69	4.90	0.79	116%	48.9°
March	2.83	4.78	(1.95)	59%	49.1°
April	3 ~~8~~.83 ?	2.45	1.38	156%	49.3°
TOTALS	27.57	18.47	9.10	149%	47.4°

EXHIBIT #2

ORIGINAL SCHEDULE 1970 Season



TIME EXTENSION REQUEST NO. 1A

BOX CULVERT

Construction of the box culvert was critical to the start of excavation and therefore controls the progress of the entire project.

During the month of January, this area received the heaviest recorded rainfall in its history. This rain caused Beaverton Creek to overflow its banks and flood the excavation at the box culvert, and caused the sub-grade to be soft, mucky and unstable.

Changes were made in the quantities in order that we might proceed with the work. These changes have caused an unavoidable delay in the construction of the culvert.

Excavation of the culvert was started on January 21 and should have been completed and ready for concrete by January 26, 1970. Since the subgrade was not acceptable, we were directed to over-excavate and 'backfill' with 'foundation fill material.' This additional work was not completed until February 25, 1970.

In accordance with Specification Paragraph 8-8, we request that the Highway Commission increase the time specified for the completion of the work without assessment of liquidated damages. This delay consumed 29 calendar days, from January 26 to February 25, 1970.

TIME EXTENSION REQUEST NO. 2

WILSHIRE STRUCTURE CHANGE

Reference is made to the original schedule, attached in Exhibit #1, submitted the Oregon State Highway Department December 18, 1969. This schedule provided for bowl excavation, including structural excavation to begin April 1, 1970. The structure was to then be constructed in May, June and July, 1970. This structure and its related work were critical to the Phase 1, 2 and 3 excavation, the Parkway and the A-leg structures. The Wilshire structure had to be complete, with utilities and traffic over, in order that the aforementioned work could be initiated.

The schedule for the Wilshire structure provided for 'stepping' of the various construction activities. This allowed parallel activities or concurrent activities so that two or more activities could transpire during the same time period. These concurrent activities are shown in the detail Wilshire schedule attached as Exhibit #2.

Bowl excavation was begun March 23, 1970. By April 2, sufficient progress had been achieved to reveal that rock which had been anticipated at the east end was non-existent. April 3 and April 6 were spent doing force account work for the Oregon State Highway Department in an exploratory operation at this east end. The slope, designed to a ¼:1, was laid back on a 1:1 slope to reveal the stability of the material. From April 2, 1970 until May 28, 1970 work only consisted of performing excavation and concrete work for Abutment #1. The contractor was finally given the go-ahead for Pier #2 on approximately May 18, 1970. On June 4, 1970 the contractor was given notice to proceed to again lay back the slope, at the east end, from a 1:1 to a 2:1 slope. Due to necessary right-of-way acquisition, additional clear and grub and drill and shoot operations in the bent #2 area this layback was not initiated until June 16, 1970. Layback was complete June 22, 1970 and excavation initiated on Abutment #4. Abutment #4, due to slope restrictions, had to be practically complete prior to the start of Pier #3. Pier #3 excavation was started July 8 and completed July 23, 1970.

Not only did the lack of direction until June 4, 1970 delay access to the structural excavation but it also forced the structure's construction activities to be performed in a linear schedule. One activity was now dependent upon another activities completion creating a loss of the planned concurrent or parallel activities. This linear schedule increased the overall completion of the structure.

In Exhibit #3, the actual construction sequence, one will note that abutments, originally scheduled concurrently, could not be done simultaneously but had to be performed in a linear sequence. The same is true of bottom slab and stem pours and deck pours.

This delay in schedule, plus the additional 45 days required for notification of subcontractors, fabrication and construction of the new work forced construction of the Wilshire structure into an unfavorable weather season. Work originally scheduled for performance in May, June and July now had to be performed in September, October and November, the normal inclement weather season for the area. It is the contractor's opinion that this type weather reduced personnel efficiency by approximately 25%. Of the 56 days of work during the adverse weather season approximately 14 days can be called non-productive due to loss of efficiency working in rain, mud and colder conditions.

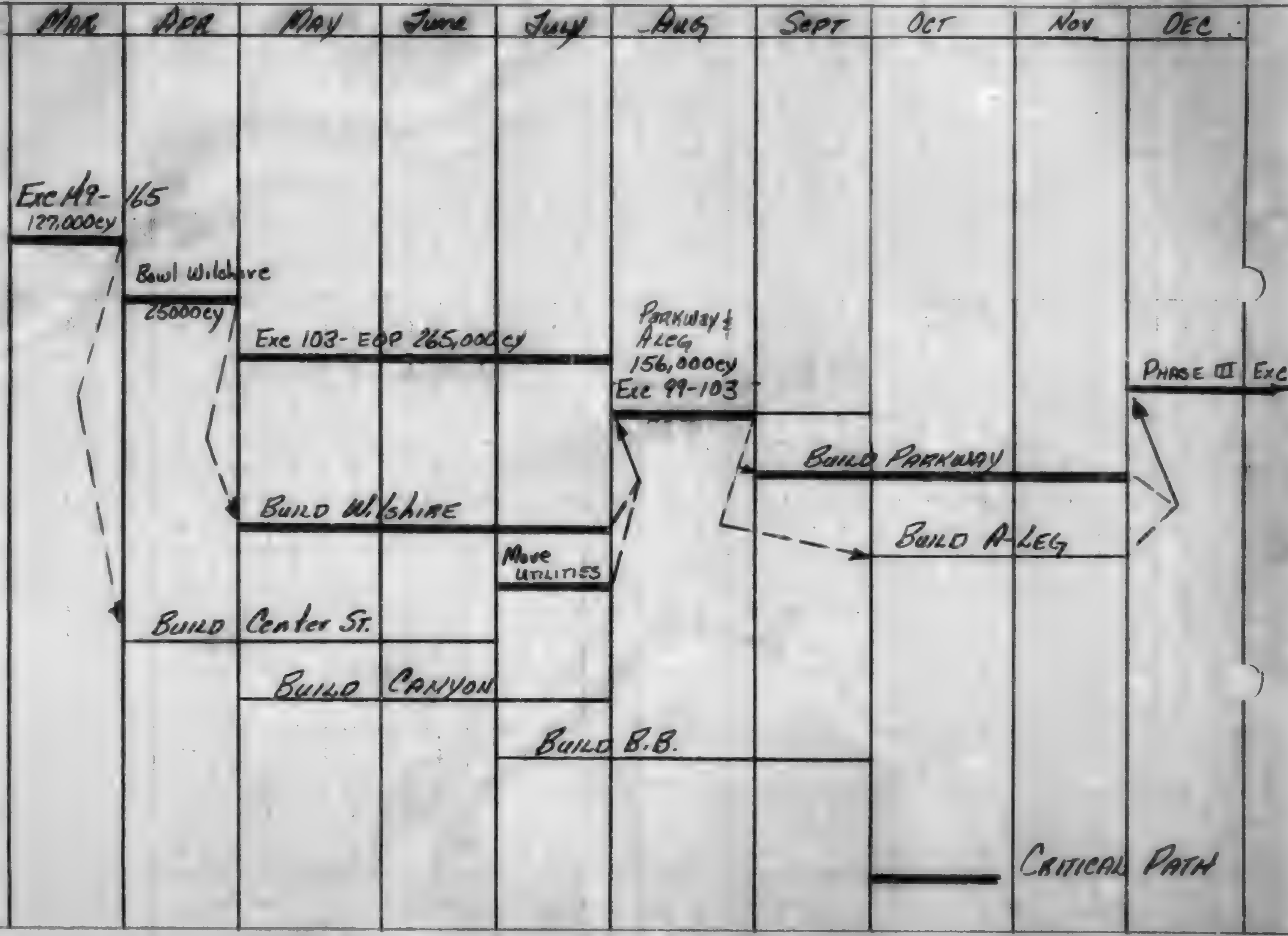
This Wilshire change and delay affected the work schedule in the following amounts:

Design Delay	60 days
Slope Layback (Extra work)	6 days
Bent #3 Excavation (Extra work)	18 days
Added structure (Extra work)	45 days
Adverse Weather	14 days
TOTAL	143 days

In total we feel that this change affected the critical path of the project 143 days. Reference is made to Section 8-8 Adjustment of Contract Time, more especially paragraph two, section (a) which provides for a time extension due to changes in the work. We request 143 days time extension for this changed work.

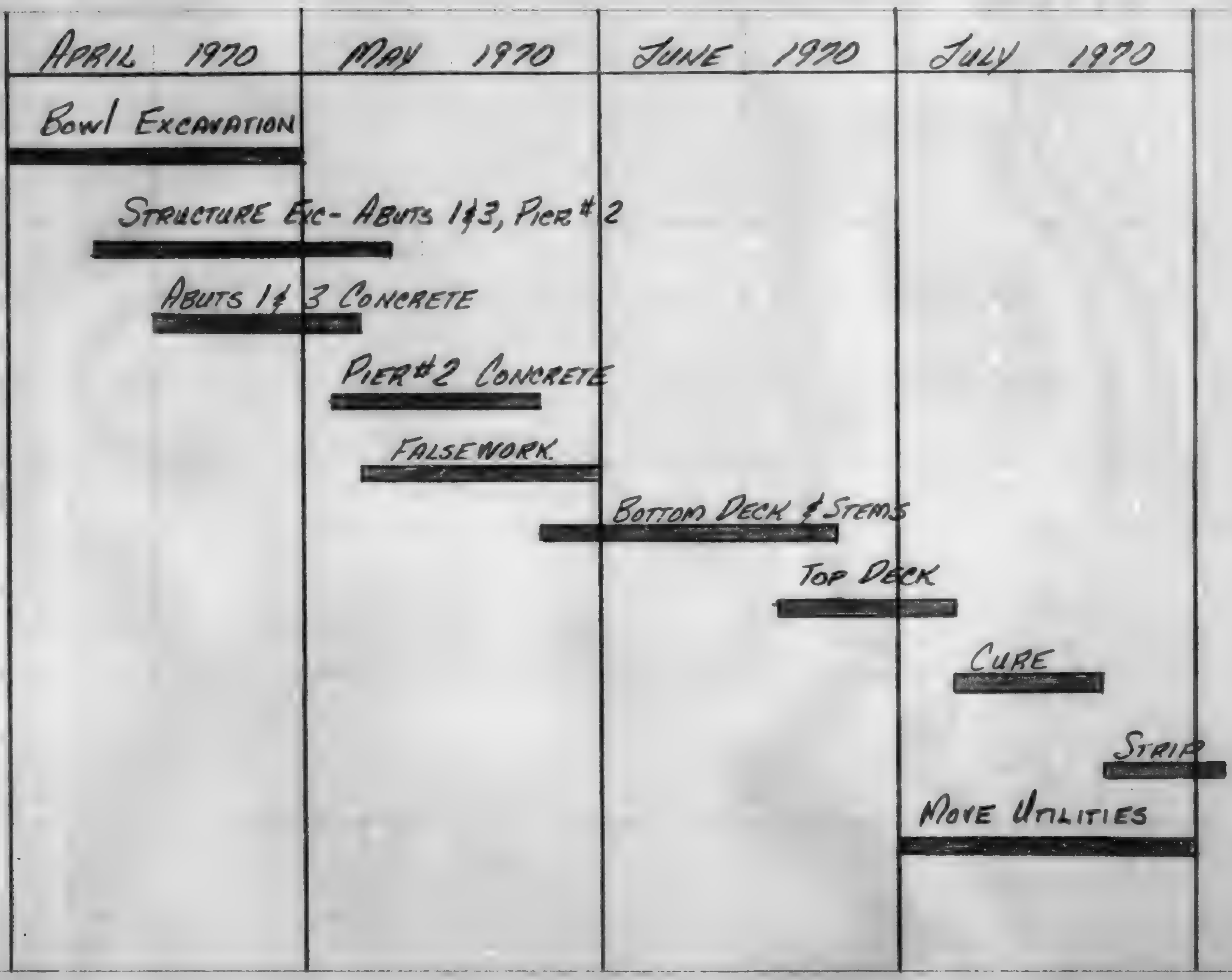
ORIGINAL SCHEDULE 1970 Season

EXHIBIT # 1



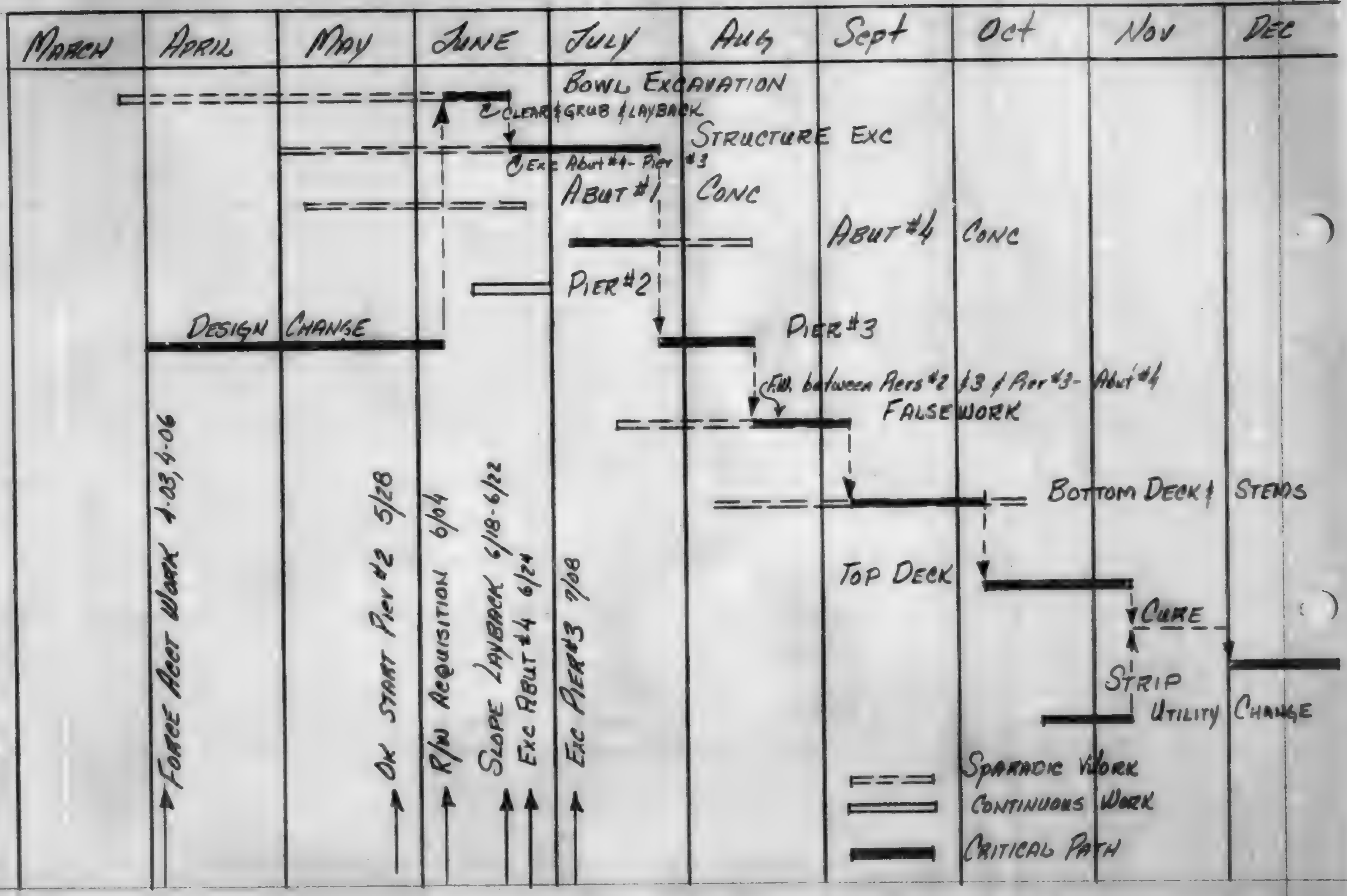
ORIGINAL WILSHIRE STRUCTURE SCHEDULE

EXHIBIT # 2



ACTUAL WILSHIRE SEQUENCE

EXHIBIT # 3



TIME EXTENSION REQUEST NO. 3

PARKWAY EXCAVATION (Phase II)

The attached original schedule which had been submitted to the Oregon State Highway Department on December 18, 1969 provided for Phase II excavation to be performed in August, 1970. This particular work was contingent upon completion of the Wilshire structure and the transfer of existing utilities, located in the Parkway structure area, onto the new Wilshire Structure.

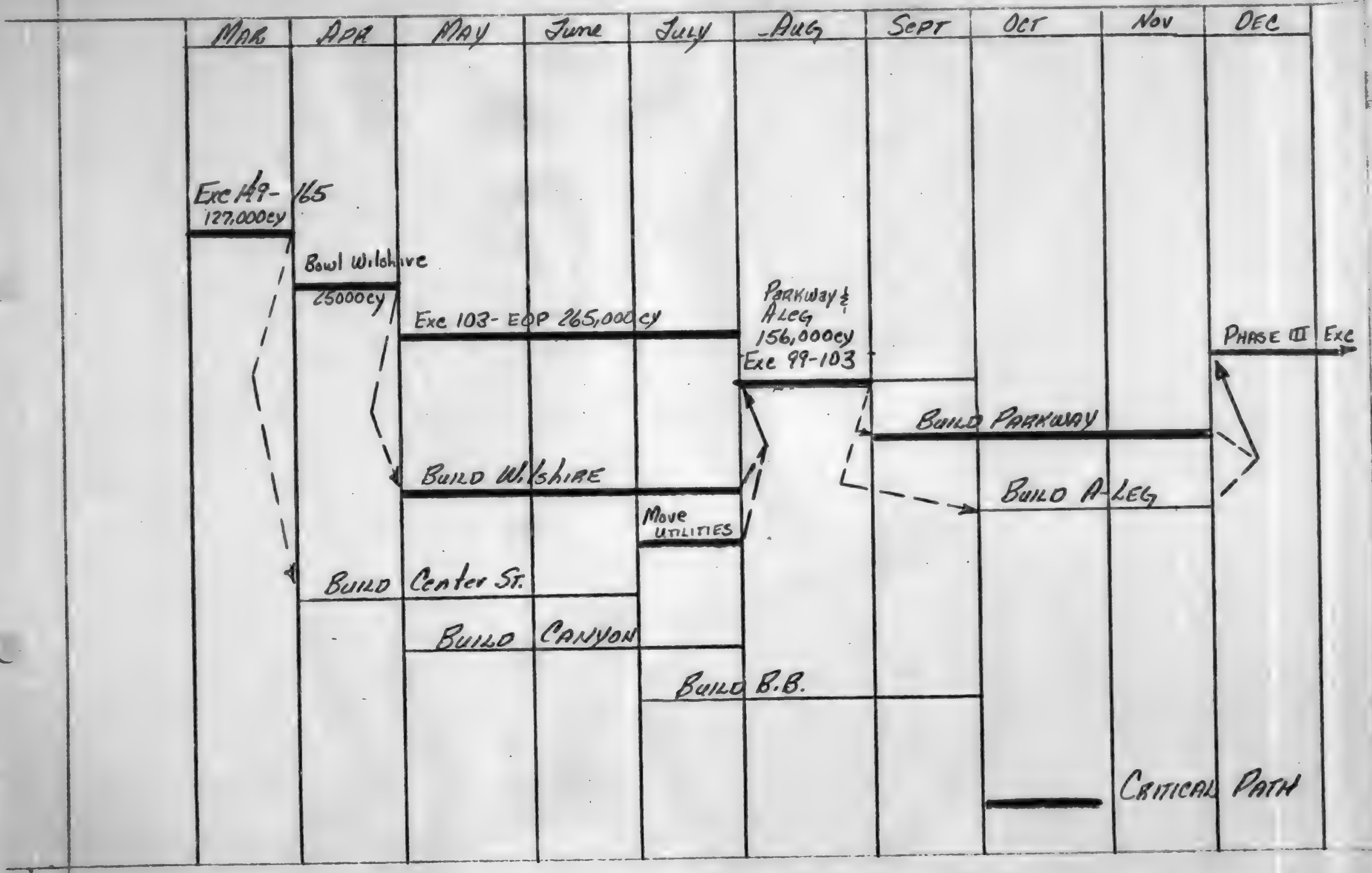
As per our time extension request No. 2, the Wilshire Structure was changed and delayed, at no fault of the contractor, approximately four and one-half months. This delay, in turn, delayed the initiation and completion of the utility change over. In turn, the Parkway excavation, where existing utilities were located, was delayed.

Due to weather conditions, considered unfavorable to the prosecution of the original contract work, and due to weather conditions into which this Phase II work had been delayed, price agreement No. 11 was issued. This price agreement provided for a change in operations; a special bowl excavation and a stockpiling of the Parkway structure material throughout the winter weather season.

Reference is made to section 8-8 Adjustment of Contract Time, more especially paragraph two, section (a) which provides for a time extension due to changes in the work. We request 11 days time extension for this work; November 1 through November 11, 1970.

ORIGINAL SCHEDULE 1970 Season

EXHIBIT #___



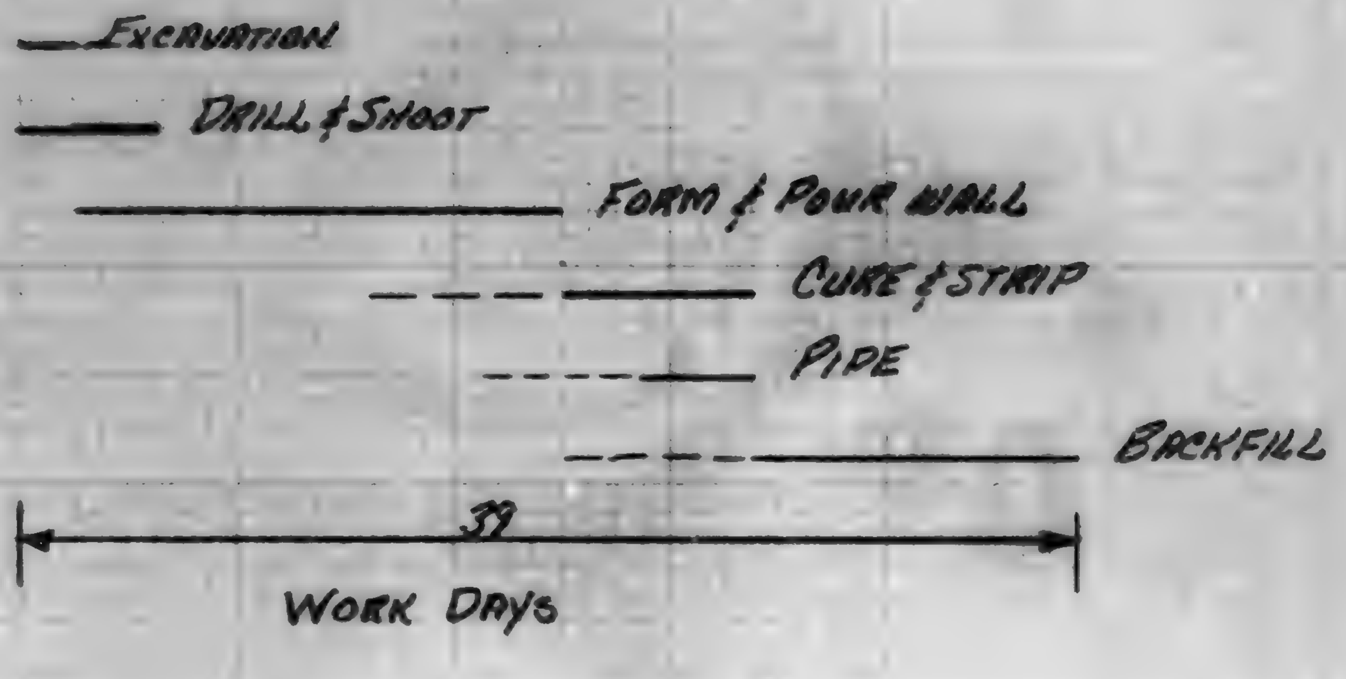
TIME EXTENSION REQUEST NO. 4

G LINE RETAINING WALL

Reference is made to the Contractor's letter of June 1, 1971 requesting a price agreement for the addition of 415 linear feet of retaining wall on the G-line. As detailed in Item No. 3, this new wall lies on the critical path of the Contractor's schedule. Extra time is due for the added direct work.

A total of 39 work days are required. This 39 days of work equals 54 Calendar work days. A detailed schedule is attached.

We request a time extension of 54 Calendar Work Days, all in accordance with Section 8-8 of the Specifications.



G LINE WALL

ADDITIONAL 410'

TIME EXTENSION REQUEST NO. 5

L_2 LINE ADDITIONAL EXCAVATION

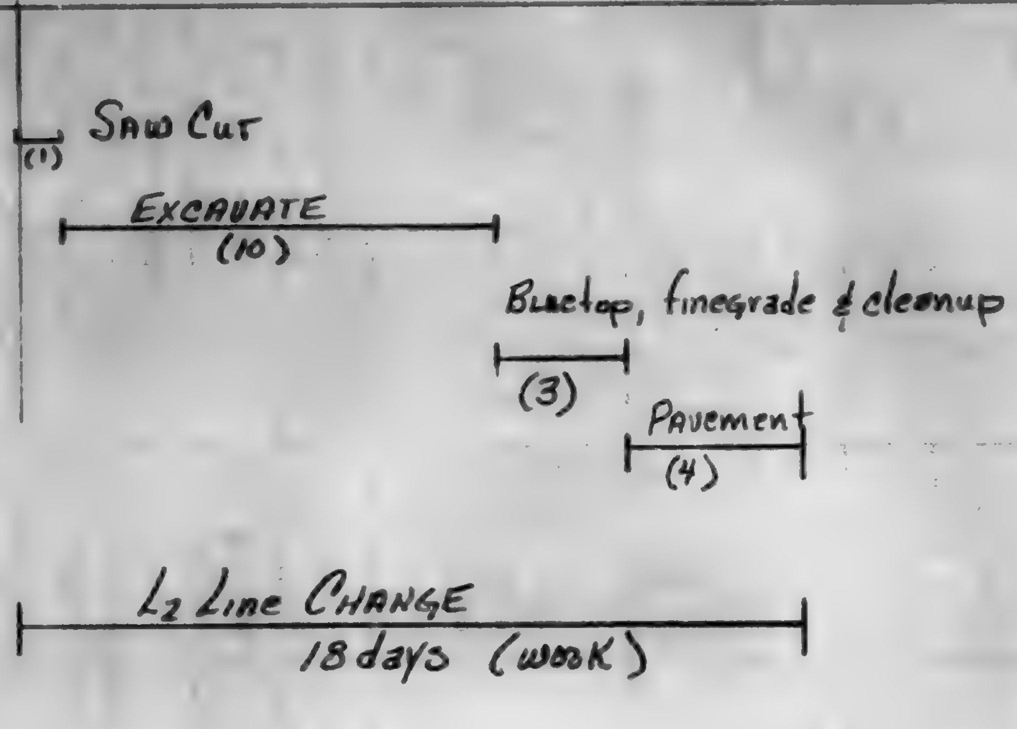
Reference is made to price agreement No. 15 which added approximately 6500 c.y. of excavation on the L_2 Line.

At the time that this price agreement was agreed to by the contractor it was felt that this work could be utilized as 'fill-in' work for the contractors crews. Even though this work would require 25 calendar work days to accomplish, it was felt that this time would be incidental to the contractor's critical path.

Since that time, due to abnormal weather in April, May and June this item of work has fallen on the critical path of the contractor. At this point 8 days of work have been performed. The remaining 10 days now lie on the critical path of the contractor.

As per Article 8-7 of the specifications we request 11 calendar days time extension for the remaining work.

L_2 LINE SCHEDULE



$18 \times 7/5 = 126/5 = 25$ days

TIME EXTENSION REQUEST NO. 6

WEATHER - SPRING 1971

Reference is made to the Contractors time extension request No. 1 concerning adverse weather during the Spring of 1970. A like situation has occured during the Fall of 1970 and the Apring of 1971. Rainfall throughout the winter of 1970-1970 has been recorded at 131% of the average for the past 30 years. As a result the entire months of March and April were lost with respect to work performed on the contractor's critical path.

Reference is made to Section 8-6 of the Specifications, more especially to paragraph No. 1 which described the engineer's authority to suspend the work due to unsuitable weather and/or due to unfavorable conditions which could be detrimental to the prosecution of the work.

It is this contractor's opinion that the months of November, March and April, 1971 should not be charged as time consumed, in as much that earthmoving could not be accomplished. This is further justified by the Oregon State Highway Department officials reluctance to fill operations, due to excessively wet material, in November 1970, March, April and as late as May, 1971.

We request that a time extension of 80 days be granted in accordance with Section 8-7 "Acts of God" and Section 8-6 "Suspension of the Work". This period covers November 11 through November 30, 1970 and the entire months of March and April, 1971.

The record accumulation of moisture over the 1970-1971 winter season, combined with the lack of curing days in May and June, 1971, have continued to cost the contractor time, however a request for time during these months will be subject to a future time request.

WEATHER DATA - MARCH, APRIL 1971

1971 AVERAGES

Month	Actual Precip. Inches	30 Year Average Inches	Diff. Inches	% Of Average	Average Mean Temperature
Nov. 1970	7.60	6.04	1.56	126%	48.5°
Dec. 1970	10.24	7.42	2.82	138%	41.5°
Jan. 1971	9.18	6.34	2.84	145%	41.9°
Feb. 1971	5.35	4.90	0.45	110%	44.3°
Mar. 1971	5.96	4.78	1.18	125%	45.4°
Apr. 1971	3.35	2.45	0.90	137%	52.0°
TOTALS	41.68	31.93	9.75	131%	

RECEIVED
NOV 8 1971
FOR FILING

S11-466(8)

7323

November 5, 1971

Oregon State Highway Commission

Request for Extension of Time
No. 4
November 24, 1971 meeting

Gentlemen:

Donald M. Drake Company and S. S. Mullen, joint venture contractors on the Sunset Highway-Beaverton Section of the Beaverton-Tigard Highway in Washington County, Contract No. 7323, have requested a 318-day extension of the contract time. The contractor lists seven reasons. Three of these are based on weather and four are based on added work.

Weather is not a valid reason for extension in this case. There are several added price agreements which do justify additional time. Most significant of these are related to the necessity for flatter cut slopes in the immediate vicinity of the most complex structure and traffic staging work on the project. One major structure had to be lengthened 39 feet and a retaining wall was lengthened 415 feet. This added work justifies extension for 104 days. Liquidated damages have accrued since August 18 at the rate of $300 per day. Completion of the project is expected by the end of this month.

This is a Federal-aid Secondary project and specific Federal Highway Administration approval is not required.

I recommend extension for 104 days which should eliminate all liquidated damages. This extension was approved verbally by Chairman Jackson on November 3, 1971.

This matter will be on the agenda for confirmation at the November 24 meeting.

Very truly yours,

R. L. Porter
State Highway Engineer

cc: Floyd Query
Tom Edwards
A. E. Johnson
F. D. Morgan
Gary L. Sund
V. E. Skoog
L. H. Young
L. W. Rulien

JAR:fw kw

RECEIVED
SEP 28 1971
FOR FILING

S11-466(8)
7323

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 15, 1971

SUBJECT: Sunset Highway-Beaverton Section
Beaverton-Tigard Highway
Contract No. 7323

To:

Mr. L. W. Rulien
Regional Engineer
State Highway Division
P. O. Box 02157
Portland, Oregon 97202

NOTED
A. E. JOHNSON

ATTENTION: Mr. A. C. Harwood

Your September 3 letter recommends that we waive temporarily the liquidated damages that have started to accrue on this project until the formal time extension can be processed. I know of no existing procedure that allows us to do as you request. I only wish there were and have so suggested on several occasions. The current trend is just the opposite.

I note that there have been six major change orders on this project in amounts from $19,000 up. No doubt significant increase in contract time is justified.

I cannot even promise much in the way of expedited handling when your request is submitted. At last count, we had six time extension requests in the office and some of them are several weeks old.

Your letter is being forwarded to Administration for their information.

F. D. Morgan
Construction Engineer

By

John A. Bond
Construction Administration Engineer

RECEIVED
SEP 16 1971
OFFICE OF
STATE HIGHWAY ENGINEER

JAB:fw

cc A. E. Johnson

FORM 8-90

Routing
Morgan
Decker
Prose E
Swan
Litchfield

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE

RECEIVED
SEP 7 1971
CONSTRUCTION
DIVISION

Portland, Oregon
September 3, 1971

SUBJECT: Sunset Highway - Beaverton Section
Beaverton Tigard Highway
Contract No. 7323

To: Mr. F. D. Morgan
Construction Engineer
Salem

Time on the subject project ran out in the middle of August. Normal procedure would therefore dictate a withholding of liquidated damages on the September estimate. We have, in the Region office, a request for an increase in the time. The basis for this increase is unusual weather in the spring of 1970, sub-excavation of the Beaverton Creek box culvert, revision to the Wilshire Street structure, flatening of the slopes in the vicinity of the Wilshire Street structure, extra exploratory work on the Wilshire Street structure, extra work in connection with the Parkway structure, extension of the "G" line retaining wall and flattening of the "G" line slopes, excavation performed on a Price Agreement along the Sunset Highway and unusual spring weather experienced in 1971.

All of these items have not yet been fully reviewed by this office, however, the revision to the Wilshire Street structure, laying back of the slopes adjacent to the Wilshire Street structure, revision to the section along the "G" line and extension of the "G" line retaining wall and excavation along the Sunset Highway all involvedconsiderable extra work resulting in delays to the contract for an excess of the 17 days liquidated damages which would be assessed on the next estimate. I therefore strongly recommend that no liquidated damages be deducted from the September estimate. The request for additional time will be reviewed and submitted well in advanse of the October estimate.

For your information there is enclosed, a copy of Resident Engineer Pyle's recommendation regarding this request. As mentioned above, I have not fully reviewed this request, so I am not necessarily concurring in all of Pyles recommendations.

L. W. Rulien
Regional Engineer

by Allan Harwood
A. C. Harwood
Regional
Construction Engineer

ACH/bd
enc
cc: R. W. Pyle

RECEIVED
AUG 6 1971
FOR FILING
SU-466(8
7323

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

DATE: August 3, 1971

In reply refer to: 08-35.6

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

Klaboe

SUBJECT: Oregon Project SU-466(8)
Cedar Hills Boulevard Interchange
Contract 7323

Traffic Section Drawings S-606, S-607 and S-608 have been reviewed and are approved.

A set of these drawings are returned as requested.

Enclosure

8-6-71
Hall. George
w/S-606

NOTED
TOM EDWARDS

RECEIVED
AUG 4 1971
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
F. B. KLAB

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

GPO 910-222

RECEIVED
APR 6 - 1971
FOR FILING

S11-466(8)
7323

April 6, 1971

Seattle-First National Bank
P. O. Box 3586
Seattle, Washington 98124

Attention: Brian J. Ducey
Vice President
Seaboard Branch

Gentlemen:

This morning we received three copies of a letter stating that all estimates or retentions on Contract 7323 have been assigned by the contractor to Seattle-First National Bank, Seaboard Branch. The letter also states that a copy of the assignment was enclosed but we did not find it in the envelope.

As you probably know, payments by the State to contractors are considered as trust funds. Each contract is covered by a performance labor and materials bond in which the surety assures the State of completion of the contract and the payment of all bills for materials and labor incurred in the contract. Therefore, in approving assignment of funds, we do require that the written consent of the surety be provided.

Attached are several copies of an assignment form which we use. Please have the contractor sign the form and return one copy to us with the written consent of the surety which on this contract is The Travelers Indemnity Company, 700 Main Street, Hartford, Connecticut.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkm
cc Donald M. Drake Co.
and S. S. Mullen Constr.
The Travelers Indemnity Co.
Miller & Anne-Feragren

SEATTLE-FIRST NATIONAL BANK

Oregon State Highway Commission
5821 N. E. Glisan Street
Portland, Oregon

Re: Oregon State Highway Department Contract No. 7323

Gentlemen:

PLEASE TAKE NOTICE THAT any and all amounts now due and owing, all earned estimates, retentions and claims or demands which are now due and owing or which may hereafter be or become due and owing by the Oregon State Highway Department to Mullen Construction Company under the terms of or arising from Contract No. 7323 between the Oregon State Highway Department and Mullen Corporation dated November, 1969, have been assigned to Seattle-First National Bank, Seaboard Branch.

A true copy of that instrument is attached hereto for your reference.

Any and all payments of above amounts due or to become due under such Contract or arising out of such Contract should be made to Seattle-First National Bank, Seaboard Branch, 408 Pike Street, Seattle, Washington 98101.

Please return to the undersigned the two enclosed copies of this Notice with the appropriate notations showing the date and hour of receipt and duly signed by the person acknowledging the receipt on behalf of the addressee.

Very truly yours,

SEATTLE-FIRST NATIONAL BANK

By Brian J. Ducey (ga)
Brian J. Ducey
Vice President
Seaboard Branch

RECEIPT is hereby acknowledged of the above Notice and a copy of the above mentioned instrument of assignment. These were received at ________ (a.m., p.m.) on ____________________, 1971.

____
(Signature)

____

____

____
(Name and title of addressee of Notice)

RECEIVED
MAR 8 - 1971
FORM E-90 (REV. 10-69)

FOR FILING

SU-466(5)
7323

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE

NOTED
A. E. JOHNSON

Portland, Oregon 97202
March 3, 1971

To:

Memo to the File

SUBJECT:

Alterations Walker Rd. Intersection
Beaverton-Sunset Hwy. Section
Beaverton-Tigard Highway
Contract No. 7323

A plan has been devised for an expeditious letting of an interchange at the subject location. In order to avoid undue conflict between the present contractor and the future contractor, it has been deemed desirable to relocate the at-grade Walker Road intersection at this time, and make the other necessary revisions in the traffic signals. In addition, it is desirable to make a determination of quantities involved and work that can be done by way of grading for the future structure ends by means of negotiations with the current contractor.

A plan is being developed by the resident engineer which will indicate the work that will best lend itself to negotiations with our present contractor, and by the same token that will indicate the work that will need to be done by the future interchange contractor. This will be submitted to Frank Hall's office at an early date after which we would anticipate a go ahead to undertake the necessary negotiations with the S. S. Mullen Company.

L. W. Rulien
Regional Engineer

LWR:fb
cc A. E. Johnson
F. B. Klaboe
Frank Hall
F. D. Morgan
Roy Pyle

RECEIVED
MAR 4 1971
OFFICE OF
STATE HIGHWAY ENGINEER

SP*92475-754

[illegible]
SEP 8 1970
6
FOR [illegible]

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone ~~364-2171~~ 378-4511

SU-466(8)

7323

August 27, 1970

West Slope Water District
3105 S.W. 89th Avenue
Portland, Oregon 97225

Re: 6-Inch Water Main
Sunset Hwy-Beaverton Section
Beaverton-Tigard Highway
Washington County

ATTENTION: V. M. Blackwell, Manager

Gentlemen:

Your estimate and sketch map for the adjustment of your facilities on this project, as submitted with your letter of August 18, 1970, have been approved by the State. This will confirm our verbal authorization to proceed with the work as of August 19, 1970.

Reimbursement for the work performed on and subsequent to August 19, 1970, in the amount of $497.40, will be made in accordance with Paragraph 7g(3) of PPM 30-4 upon receipt of your statement of charges. Please be sure to include the beginning and completion dates of the work in the bill.

Very truly yours,

F. D. Morgan
Construction Engineer

By: Phil Preston

(for) T. W. Litchfield
Railroad & Utility Engineer

PGP:djg
cc: A. E. Johnson
V. L. Gallagher (2) (w/attach)
V. E. Skoog "
L. W. Rulien (w/attach) (2)
R. W. Pyle "
B. P. Huntley "
Jack Hesla "

Note to L. W. Rulien: Please have a State Force Order or supplement prepared and submitted for this work. Return one copy of Est. and sketch with SFO.

NOTED
A. E. JOHNSON

RECEIVED
AUG 27 1970
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 7 - 1970
FOR FILING
511-466(8)
7323

August 7, 1970

AIRMAIL

The Honorable Wendell Wyatt
Member of Congress
414 Cannon House Office Building
Washington, D. C. 20515

Dear Mr. Wyatt:

This is in response to your July 28 inquiry which concerns a July 22 complaint from Mr. Wayne C. Weeks of Beaverton with regard to his property on the Beaverton-Tigard Highway.

This section is now under contract and before the work is completed, any unsafe situations will be corrected. If the construction of a right-of-way fence in this instance is warranted, the Division will see that it is constructed. This will be done during the course of the work that is now under progress.

As requested, your correspondence on this matter is herewith returned.

Very truly yours,

R. L. Porter
State Highway Engineer

RLP:fm

Enclosure

cc Tom Edwards
A. E. Johnson
Victor D. Wolfe
D. H. Moehring
L. W. Rulien

wayne Weeks
3225 S.W. 110th
Beaverton
Oregon 97005

July 22 1970
Beaverton, Ore.

Dear Sir,

I have a residence on the boundary of the - Beaverton - tigard highway (under construction) When we purchased are home we were told that it (Freeway) would be all fenced off. Now we find that it is not in the plans.

about 30 feet from our front door we have a steep bank cut 30 feet deep with preposed freeway below.

We have children, + pets so you can see our concern.

It creats a hazardous situation with no fence. We didn't expect the extra expense of puting up our own. (about 200 ft)

We are not the only family in the area that is concerned.

What do we have to do to get a fence put up?? What the solution? Can you help us?

7-22-70
Beaverton

I'm enclosing some recent pictures to give you a view of the problem. (I'm enclosing a stamped self address envelope)

Sincerely Yours
Wayne C. Weeks

RECEIVED
JUL 31 1970
OFFICE OF
STATE HIGHWAY ENGINEER

AUG 7 - 1970
FOR FILING

511-466(8)
7323

August 7, 1970

AIRMAIL

The Honorable Wendell Wyatt
Member of Congress
414 Cannon House Office Building
Washington, D. C. 20515

Dear Mr. Wyatt:

This is in response to your July 29 inquiry which has to do with the July 25 letter from Mrs. Laura D. Wanser of Beaverton, who complains about driveway difficulty at her home. The section of the Beaverton-Tigard Highway adjacent to her property is now under construction. It was necessary to reroute some local traffic in the vicinity of her property to connect with an underpass to the highway facility.

As I understand the problem, Mrs. Wanser always had to back from her garage into a public street which in the past was a dead-end road or a roadway of very limited use. It has now been converted to somewhat of a thoroughfare and while the traffic may not be heavy by highway standards, it is considerably heavier than she experienced in the past.

Without actually going onto Mrs. Wanser's remaining property and flattening the slope of her driveway (to which I understand she objects), it is not possible to completely alleviate the situation. We will, however, by some widening adjacent to her entrance endeavor to mitigate the problem to the greatest possible extent.

I recognize that this type of answer will not be completely satisfactory to Mrs. Wanser, but we will do everything that is physically possible to ease the problem that she described.

As requested, we are returning your correspondence on this matter.

Very truly yours,

R. L. Porter
State Highway Engineer

RLP:fn
Enclosure
cc Tom Edwards   Victor D. Wolfe
   A. E. Johnson   D. H. Moehring
   L. W. Rulien

Box 105
Beaverton, Oregon 97005
July 25, 1970

Edward's
Draft Please
WW

Mr. Wendell Wyatt
Representative in Congress
Washington, D. C.

Dear Mr. Wyatt:

I am writing to ask the assistance of your office in my behalf with regard to the building of an access road (in front of my residence at 3550 S. W. 113 Ave. Beaverton) to the Tigard-Sunset Expressway. I originally had a 25 ft. dedication for a County road; about 1964 the Highway Department took 20 additional ft. off the frontage. At the present time some construction work has been started on this access road.

My home was built in 1959-60 and the site is such that there is rather a steep slope in the driveway to the street. After losing 20 ft. from the frontage, now I am told that my only access will be to back directly into the street (no provision has been made by the Department for me to back beside the oncoming traffic). One of the construction crew said yesterday that I could back out into the oncoming traffic, to head out. He may know his construction work but he does not know the rules of driving. The Department has millions to build the Expressway; I am sure it has a few dollars to make a safe access to the road for me, and anyone who uses the driveway. I own what remains of a nice building site beside me, and this same worker suggested that I build a turn-around on the vacant lot, even though my home has been landscaped for several years now, and there is a retaining wall between the two lots. I am sure you will agree that both of the above suggestions are real insults.

I know of no further possible way for me to get them to build a safe exit. My request is that you contact the proper authority to find a way for backing out of my driveway and turn (off the roadway, or street) so that it will be possible to head into traffic in the proper manner. I am told the problem is that the driveway is too steep, but am sure that 5 or 6 ft. could be made available over the culvert, and beside the oncoming traffic. The Department has taken a total of 45 ft. off my frontage for an access road. Certainly from this sacrifice they should, or should have already provided for my safe exit, even if it has to be a matter of the turn space not being on 100 percent level ground. If it were going to be a question of risking my life every time I wished to back my car off the property, then I never should have been allowed a building permit in 1959, for I understand the road proposal was on the books in Hillsboro in 1956.

I fully expect some day to wish to sell the property, and unless it is possible to be able to drive off in safety, nobody but an idiot who would as soon back out into a sword would even want the place; and otherwise it does have many advantages.

I have been a property owner and taxpayer for many years. St. Bartholomew Church (which will be enjoying the results from the frontage I sacrificed) pays no taxes and lost nary an inch of their property for the road. Will you kindly do what you possibly might be able to do for me in this matter.

Sincerely yours,

Mrs. Laura D. Hansen

RECEIVED
~~JUL~~ Aug 3 1970
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 11 1970

FOR FILING

511-466(8
7323

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 4, 1970

To: MEMO TO THE FILES

SUBJECT: Meeting with S. S. Mullen, Inc.
Personnel re Soil Excavation and
Embankment on the
Sunset Highway-Beaverton Section
Beaverton-Tigard Highway
Contract No. 7323

On the afternoon of August 3, 1970, a meeting was held at the request of S. S. Mullen, Inc. personnel in Resident Engineer Roy Pyle's office to discuss the soil excavation and embankment placement on the subject project. The following personnel attended the meeting:

Frank E. Blake, Operations Manager, S. S. Mullen, Inc.
Mel Zum Brunnen, Assistant District Manager, S. S. Mullen, Inc.
Al Harwood, Assistant Regional Engineer, OSHD
Roy Pyle, Resident Engineer, OSHD
John H. Walker, Field Construction Engineer, OSHD

The S. S. Mullen personnel were quite concerned with the condition of the soil excavation in the cut Station 149 to Station 160 and also the method that they are conditioning the excavated soil prior to obtaining a properly compacted embankment. Mr. Blake stated that the information which was available, including plans, specifications, etc., at the time of bidding did not indicate the soil in the cut Station 149 to Station 160 would be in a wet saturated condition as they have encountered. He also stated that they had no idea of the extent of soil aeriating and drying that would be necessary before a properly compacted embankment could be made. He indicated that on this project the amount of embankment that could be placed in the limited embankment area in any one day governed the amount of excavation that could be done.

In supply of his contentions, he produced a copy of the report of soil condition and recommended construction methods of handling this material. This report was made by Shannon and Wilson, Consulting Engineers, at their request. A copy of this report is attached. Mr. Blake is contending that the State did not supply enough or proper information of the material in the cut and they thus made erroneous assumptions that the material could be excavated and placed in proper embankment much easier that they conditions they are encountering. This is causing them to not only a more costly operation, but is putting them far behind in their anticipated time schedule. They also mentioned that a delay in schedule affected their subcontractors and future operations.

NOTED
A. E. JOHNSON

RECEIVED
AUG 4 1970
OFFICE OF
STATE HIGHWAY ENGINEER

Their present construction plans were discussed. They intend to excavate through the cut on the westerly side sufficient width and below grade then backfill with suitable material to grade to provide a haul road so they can commence bringing excavated material from northerly excavations to the southerly embankment areas. At the dirt cut in question, they also intend to make excavation on the easterly side to or below grade to make drains. The center of the cut will be excavated last. They plan to continue making the soil embankment in the same method as at present which is in thin lifts , the aeriating and drying by disking then compacting with pactor type rollers.

Drainage facilities were discussed and they were told we desired an 8-inch perforated drain tile line through each side of the cut -- these drain lines to be approximately 6 feet below subgrade. Other lateral drains needed would depend on conditions encountered when the balance of the excavation is removed. They also inquired whether we intended to sub-excavate in the cut and backfill as they were going to do for the haul road. They were informed that any sub-excavation would depend on the soil conditions encountered following the excavation to grade. They were also informed that if sub-excavation and backfill was done throughout the cut we would give them credit on their haul road for a like depth as was required for the balance of the cut. They interjected that any sub-excavation necessary could be more readily and easily done at the time they were excavating the cut rather than do it separately at a later time.

Attached separately are a group of photos taken on Friday, July 31, which show the soil condition in the cut in question at this stage. Also shown is one photo which shows typical embankment construction being performed. Some comments are with the pictures.

It is evident that Mullen, Inc. intend to ask for additional time and also more compensation for the problem in the cut excavation they are encountering. After asking how they should proceed with requests for time, etc., they were told that it would be in order to gather all of their pertinent data together and submit it along with what they request through the Resident Engineer. We explained it was much better to be advised of time requests and claims as they arose rather than waiting until the project was completed. However, the Mullens, Inc. personnel were told that it was the Resident's, Region's and Construction Section's opinions at this time and with the information on hand that the excavation and problems encountered in the cut could not be considered abnormal to cuts excavated on other projects in this vicinity as wet conditions prevailed in many cuts in this area.

Mr. Pyle was requested to submit soil samples at various elevations and locations in the cut for gradation, liquid limit, plasticity and such tests as will give a good picture of the materials encountered. This could prove to be a key factor and subject of argument at a later date and we should be prepared for it.

John H Walker

John H. Walker
Field Construction Engineer

JHW:fw
cc: A. E. Johnson
L. W. Rullen
Roy Pyle

RECEIVED
AUG 4 1970
OFFICE OF
STATE HIGHWAY ENGINEER

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JHW:fw
cc: A. E. Johnson
L. W. Rullen
Roy Pyle

John H. Walker
Field Construction Engineer

RECEIVED
JUN 2 - 1970

SU-466(8)

7323

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 1, 1970

SUBJECT: Wilshire St. Undercrossing
Sunset Hwy.-Beaverton Sec.
Beaverton-Tigard Hwy.
Washington County
Contract 7323

To: Mr. L. W. Rulien
Division Engineer

MILWAUKIE

Attention Mr. Al Harwood
Asst. Division Engineer

Enclosed are 15 full-size prints of Drawings 26453 through 26456, the detail drawings for the span added to the Wilshire Street Undercrossing. These drawings cover revised Bents 3 and 4, the added Span 3, and the revision to the Span 2 superstructure at Bent 3. These drawings are to be used in conjunction with the contract drawings as revised.

Reduced-size prints and an estimate of the quantitites for the revised structure will be forwarded in a few days.

Will you please keep what prints are necessary for your work and give the reminder to the contractor for his use. Please inform him that it is his responsibility to see that the necessary copies are given to his suppliers for their work. If more prints are required, please notify us.

NOTED
W. J. HART

Walter J. Hart
Administration Bridge Engineer

WJH:dh
Enclosure

cc Tom Edwards
L. L. Wallace
Howard Harris

NOTED
TOM EDWARDS

RECEIVED
JUN 1 1970
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 20 1970

S11-466(8)
7323

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon 97310

March 17, 1970

To: MEMO TO FILE

SUBJECT: Beaverton-Sunset Highway
Contract Job

I had a call this date from Messrs. Maloney and Perry, surety people with the contractor on the subject job.

The job specs call for temporary signals on the haul road, both at the Beaverton-Hillsdale and Tualatin Valley Highways. He indicated discussions had been had with Larry Rulien to waive the requirement for temporary signalization on the haul road crossings of the two highways and in lieu thereof handle with flagmen. Rulien indicated negative on their request. They apparently felt that they might get an override, favorable decision out the Salem Office.

I contacted Rulien for particulars on this and am in accord with his negative response to this request. The haul road crossing at both the Beaverton-Hillsdale and Tualatin Valley Highways is situated between permanent ramp terminal signals in close proximity to the haul road crossing. With this setup, flagging at the in-between haul road crossing would create an extremely hazardous traffic condition and undue congestion and delay to the high-volume traffic on both the Beaverton-Hillsdale and Tualatin Valley Highways.

Original Signed By
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

FBC:njc

cc: Tom Edwards
P. B. Klaboe
F. D. Morgan
L. W. Rulien

NOTED
F.B. KLABOE

RECEIVED
MAR 19 1970
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 29 1969

FOR FILE
511-466(8)
7323

December 26, 1969

Donald M. Drake Company and
S. S. Mullen Construction, a
division of Mullen Corporation
1740 N.W. Flanders Street
Portland, Oregon 97209

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract No. 7323 for grading, paving, structures and signing on the Sunset Highway-Beaverton Section of the Beaverton-Tigard Highway in Washington County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cr
Enclosure

cc: The Travelers Indemnity Company
Miller & Ames - Forsgren
D. J. Barbee
F. D. Morgan
I. D. Merchant
L. W. Rulien
Roy Pyle

RECEIVED
DEC 15 1969
[illegible]

OREGON STATE
HIGHWAY DEPARTMENT

S11-46618
7323

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

December 9, 1969

West Slope Water District
3105 S. W. 89th Avenue
Portland, Oregon 97225

ATTENTION: Mr. V. M. Blackwell
Manager

Re: Application for Permit
6-inch Water Line on S. W.
113th Avenue
Sunset Hwy.-Beaverton Section
Beaverton-Tigard Highway
Washington County

Gentlemen:

Reference is made to your letter of October 24, 1969, which submitted your estimate and sketch for the relocation of your facilities and a sketch for a permit for your facilities in S. W. 113th Avenue.

This section of S. W. 113th Avenue was under the jurisdiction of Washington County prior to our contracting for the construction of this project and will return to their jurisdiction upon its completion. A permit, therefore, will not be required by the State. Your cooperation in this matter is greatly appreciated.

Very truly yours,

F. D. Morgan
Construction Engineer

By: ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

JMC:ss

cc: F. B. Klaboe
J. F. Hagemann
Jack Hesla

RECEIVED
DEC 9 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 8 - 1969
FOR FILM

**OREGON STATE
HIGHWAY DEPARTMENT**

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

SU-466(8)
7323

December 5, 1969

West Slope Water District
3105 S. W. 89th Avenue
Portland, Oregon 97225

ATTENTION: V. M. Blackwell
Manager

Re: Water Facilities Adjustment
Sunset Hwy.-Beaverton Section
Beaverton-Tigard Highway
Washington County

Gentlemen:

Your estimate and sketch map for the adjustment of your facilities on this project, as submitted with your letter of October 24, 1969, have been approved by the State. Please note the rental rates for the 1/2-ton and 3/4-ton pickups have been corrected on the attached revised estimate, as discussed with you on December 4, 1969. You are hereby authorized to proceed with the work as of December 5, 1969.

F. B. KLABOE

Please contact Mr. Roy Pyle, Resident Engineer, 5821 N. E. Glisan Street, Portland, Oregon 97213, Phone: 235-8911, Ext. 28, at least three days prior to beginning work so that your work may be coordinated with that of the State's contractor.

Reimbursement for the work performed on and subsequent to December 5, 1969, in the amount of $3601.51, will be made in accordance with Paragraph 7g (3) of PPM 30-4 upon receipt of your statement of charges. Please be sure to include the beginning and completion dates of the work in the bill.

Very truly yours,

F. D. Morgan
Construction Engineer

By: ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

RECEIVED
DEC 5 1969
OFFICE OF
STATE HIGHWAY ENGINEER

JMC:ss

cc: F. B. Klaboe

V. L. Gallagher (2) (w/attach.)
V. E. Skoog "
L. W. Rulien (w/attach.) (2)
Roy Pyle "
G. N. Hopkins "
R. H. Rumbolz "

Note to L. W. Rulien: Please have a State Force Order prepared and submitted for this work. Return one copy of Est. and sketch with SFO.

RECEIVED
DEC 24 1969
FOR FILING

SU-466(8)
7323

HP
11-18-69

November 21, 1969

Board of County Commissioners
Washington County
Courthouse
Hillsboro, Oregon 97123

MISC. CONTRACTS and
AGREEMENTS No. 3853

Attention: Roger Thomssen
County Clerk

Gentlemen:

Attached for your records is a fully executed copy of an agreement for installation of traffic signals at two intersections on the Sunset Highway-Beaverton Section of the Beaverton-Tigard Highway.

We have retained a fully executed copy of this agreement for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm
Attachment

cc F. B. Crandall
(conformed agreement attached)

RECEIVED
NOV 21 1969

SU-466(8)

7323

November 21, 1969

Donald M. Drake Company &
S. S. Mullen Construction, a
division of Mullen Corporation
1740 N.W. Flanders Street
Portland, Oregon 97209

Gentlemen:

Enclosed are three copies of Contract No. 7323 for Alternate "A" in the amount of $4,394,667.05 awarded to you by the State Highway Commission on November 18, 1969. This contract is for grading, paving, structures, and signing on the Sunset Highway-Beaverton Section of the Beaverton-Tigard Highway in Washington County.

Two of these copies should be signed on the contract and bond pages and returned to this office for completion. Please follow exactly the instructions given on the blue slip attached to the contract.

The third copy of the contract stamped "Advance Copy to be Retained by Contractor" is furnished for your information pending receipt of a fully executed copy.

You will note that the contract has been prepared in the name of Donald M. Drake Company and S. S. Mullen Construction, a division of Mullen Corporation. This agrees with the manner in which the Mullen Corporation is prequalified with us. It has been pointed out to us by our Legal Counsel that the contract is with the Mullen Corporation and that S. S. Mullen Construction is merely a division of this corporation. We mention this as the name change which has been filed with the Oregon Corporation Commissioner shows that the name of S. S. Mullen, Inc., has been changed to Mullen Corporation. Therefore, in signing the contract please have it executed by the president and the secretary of Mullen Corporation.

The calendar workday count on this contract will begin March 2, 1970, as outlined in Article 8-7, Paragraphs 4 and 5, under General Special Provisions and superseding Paragraph 8-7 under Section 8 of the Special Provisions.

In the proposal for this contract, Bid Item No. 156 for 6-inch steel water pipe was inadvertently shown as a unit item in square yards. The contract has been changed to correct this obvious error and now shows the item in lineal feet.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cr
Enclosures

bc: F. D. Morgan
D. J. Barbee
I. D. Merchant
Alan Johansen
William Geibel (SAIF)
L. W. Rulien
Roy Pyle

RECEIVED
NOV 17 1969

FOR FILING
SU-466 (8)
7323

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 17, 1969

SUBJECT: Sunset Highway-Beaverton Section
Bid Item No. 156

Contract 7323

To: Mr. Floyd Query
Secretary
BUILDING

The unit for Bid Item No. 156 on the Sunset Highway-Beaverton Section was erroneously given as "sq.yd." in the special provisions and proposal form. As this is a "patent error," we will correct it to "lin.ft." in the contract for the project.

D. J. Barbee
Design Engineer

By:
C. G. Swenson
C. G. Swenson
Specifications Engineer

CGS:ak

NOTED
FLOYD QUERY

RECEIVED
NOV 5 - 1969

FOR FILING

511-466(8)
7323

November 5, 1969

Oregon State Highway Commission

Gentlemen:

An agreement has been executed with the Washington County Board of Commissioners for the installation of traffic signals at two intersections on the Sunset Highway-Beaverton Section of the Beaverton-Tigard Highway. This will be a part of the overall construction project on this section.

Traffic signals will be installed at the Walker Road intersection and the intersection of the southbound ramp from the Beaverton-Tigard Highway to the Tualatin Valley Highway. The County will pay all power and maintenance expenses for the Walker Road intersection. The State Highway Division will pay the installation costs for both intersections and maintain and operate the Tualatin Valley Highway intersection. The total cost of the signals is estimated to be $53,000. This is a Federal-aid Secondary Project.

I recommend your approval and request authority for the Secretary to sign the agreement for and on your behalf.

This matter will be on the agenda for your consideration at the November 18 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Tom Edwards
V. D. Wolfe
F. B. Crandall
E. S. Hunter
J. J. Gix
H. S. Cox
L. W. Rulien
V. E. Skoog

VPJ:njc sr

RECEIVED
NOV 1 - 1969
FOR FILING

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

October 21, 1969

SU-466(8)
7323

Portland General Electric Company
621 S. W. Alder Street
Portland, Oregon 97205

Re: Power Line Adjustment
Sunset Highway-Beaverton Section
Beaverton-Tigard Highway
Washington County

ATTENTION: Mr. Roger W. Sharp

Gentlemen:

Your estimate and sketch map for the adjustment of your facilities on this project, as submitted with your letter of October 6, 1969 have been approved by the State. This will confirm our verbal authorization to proceed with the work as of October 7, 1969.

Reimbursement for the work performed on and subsequent to October 7, 1969 in the amount of $547.81, will be made in accordance with Paragraph 7g (3) of PPM 30-4 upon receipt of your statement of charges. Please be sure to include the beginning and completion dates of the work in the bill.

Very truly yours,

F. D. Morgan
Construction Engineer

By: Jackson Cartwright
for T. W. Litchfield
Utilities Liaison Engineer

JMC:ss
cc: F. B. Klaboe
R. E. Simpson
V. L. Gallagher (2) (w/attach.)
V. E. Skoog "
L. W. Rulien (w/attach. (2)
Roy W. Pyle "
Geo. N. Hopkins "
Jack Hesla "
cc: W. K. Davis
Div. Supt.
171 Second Ave.
Hillsboro, Oregon 97123

*Note to L. W. Rulien: Please have a State Force Order prepared and submitted for this work. Return one copy of Est. and sketch with SFO.

RECEIVED
OCT 21 1969
OFFICE OF
STATE HIGHWAY ENGINEER

OCT 23 1969
FOR FILING

10-21-69

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

LETTER OF APPROVAL AND/OR AUTHORIZATION

P

PROJECT: SU-466(8)	
SECTION: Sunset Hwy.-Beaverton	
WORK: Grade - Drain - High type Pavement	
COUNTY: Washington	

TO: Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

SU-466(8)
7323

Klaboe

FROM: R. E. Simpson, Division Engineer Salem, Oregon	DATE PS&E APPROVED	DATE AUTHORIZED 10/21/69

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW:

☒ CONSTRUCTION - ADVERTISE FOR BIDS.
○ RIGHT OF WAY.
○ OTHER (SPECIFY).
○ UTILITY ADJUSTMENT.
○ RIGHT OF WAY INCIDENTALS AND RELOCATION PAYMENTS.

REMARKS AND LIMITS OF AUTHORITY:

Program approval was given on September 29, 1969 but authorization to proceed was withheld pending availability of Federal funds.

You are now authorized to proceed with actions necessary to advance to completion the physical construction provided for by the above projects in accordance with the provisions of your approved Secondary Road Plan. If you subsequently find that exceptions to the procedure will be needed or that your proposed design standards for these projects are lower than the minimum design standards as approved June 24, 1968, this office should be notified of such proposed exceptions and reasons thereof.

orig to Young
10-23-69

RECEIVED
OCT 22 1969
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
F. B. KLABOE
S.

OFFICE USE
CC:
Region
Washington DC
Proj. Coord.
Prog. Analysis
OSHD
Chase
Boyd
Cox
Accounts
Coord/Sect.

X File: 710.13

DATE	SIGNATURE OF APPROVING OFFICIAL	TITLE
10/21/69	For R. E. Simpson	Division Engineer

RECEIVED
OCT 16 1969
FOR FILING

Final
S4-466(8)
Pay 323

October 14, 1969

Mr. Richard Milbrodt
Washington County Administrative Officer
Room 209 Washington County Courthouse
Hillsboro, Oregon 97123

Dear Mr. Milbrodt:

In response to your letter of September 29, we will proceed without lighting on the Cedar Hills Interchange and it is my understanding that the matter of the signals at Walker Road and at the Tualatin Valley Highway have been amicably settled.

An agreement will be forwarded to your office for execution.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

TE:ja

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. B. Crandall (enc.)
H. S. Cox

WASHINGTON COUNTY
COURTHOUSE—SECOND & MAIN STREETS
HILLSBORO, OREGON 97123

BOARD OF COMMISSIONERS
ELDON HOUT, Chairman
JOHN C. ANICKER
LYELL GARDNER
WILLIAM MASTERS
BURTON C. WILSON JR.

RICHARD MILBRODT
COUNTY ADMINISTRATIVE OFFICER
ROOM 209
(503) 648-8676

September 29, 1969

Mr. Tom Edwards
c/o State Department of Highways
State Highway Building
Salem, Oregon 97310

Dear Mr. Edwards :

Pursuant to your request of last week, I presented to the Washington County Board of Commissioners the proposal to install lighting and traffic signals at locations on Highway 217 subject to agreement with the county. The agreement would require cost of electrical power and pole maintenance be paid by Washington County. The locations would be at the interchange with Highway 217 and U. S. 26 and at the intersections of Highway 217 and Walker and Canyon Roads.

The Board of Commissioners gave careful consideration to this request and determined that public policy cannot justify county road funds being used for expenses on state maintained roads. Consequently, by minute order no. 69-503 the Board declined to authorize the joint agreement with the State Highway Department as was requested.

In declining this request, the Board clearly emphasized that this decision does not mean they are opposed to signalization or highway lighting at the important highway interchange. Rather, they expressed belief in the integrity of retaining local funds for roads which are a county responsibility. In fact, the Board of Commissioners would like an appearance before the State Highway Commission at an early opportunity in order to discuss further the prevailing policy regarding highway lighting. It would be appreciated if you could arrange for such an appearance and advise me of the date and location.

Very truly yours,

Richard Milbrodt

Richard Milbrodt,
Washington County Administrative Officer

RM/lw

cc: Ken Meng, Director of Public Works

RECEIVED
OCT 1 1969
OFFICE OF
STATE HIGHWAY ENGINEER

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OCT 14 1969

FOR FILE
SU-466(8)
7323

MEMO
CEDAR HILLS INTERCHANGE-BEAVERTON SECTION
BEAVERTON-TIGARD HIGHWAY NO. 144
WASHINGTON COUNTY

October 13, 1969

On Thursday, October 9, I met with John Crocket, Chief Engineer, Washington County Public Works Department, regarding signalization of subject section. County requested that we send them an agreement based on the following:

1. T.V. Highway: State install signals and assume maintenance and power consumption costs.
2. Walker Road: State install signals. County assume maintenance and power consumption.
3. Sunset Highway: Nothing to be done at this time.

D. N. Harwell mm

D. N. Harwell
County-City Engineer

DNH:mm

cc: Forrest Cooper
R. L. Porter
Tom Edwards
F. B. Klaboe
F. B. Crandall
L. W. Rulien

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OCT 13 1969
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

RECEIVED
OCT 6 - 1969
FOR FILING

SU-466(8)
1323

Salem, Oregon 97310
October 3, 1969

43520 - Durig, Cedar Hills Interchange, Beaverton-Tigard Highway, Washington County

Mr. John R. Oakes
Assistant Right of Way Engineer
BUILDING

Reference is made to your request that we allow the owner of this property to control the property for a certain length of time in order to dispose of $100,000 in nursery stock.

We have no plans now for the use of this property. It is merely being purchased in order to stop any development in the area and with the knowledge that someday we will have to have the property for improvements to the interchange. I therefore have no objections to allowing the man to have use of his property, under whatever agreements are suitable, for two years or even three if this would make the deal better.

F. B. Klaboe
Assistant State Highway Engineer

FBK:srb

cc: G. E. Rohde

FORM E-30 (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 97310
October 1, 1969

SUBJECT: 43520-Durig
Cedar Hills Interchange
Beaverton-Tigard Highway
Washington County

To: Mr. F. B. Klaboe
Asst. State Highway Engineer

BUILDING

We received the above file on May 21, 1969. It is located in the northeast quadrant of the interchange and is bounded by Barnes Road, Connection "F", the Sunset Highway and Connection "G". Mr. Young authorized the use of State funds as there is a chance a medical clinic will be constructed and the property will be eventually needed for right of way.

Appraisals are now complete and it appears the review will be approximately $150,000 for the land and buildings. However, the property is planted with nursery stock that may be valued at as much as $100,000 which we do not wish to purchase if the property will not be needed for right of way in at least a year.

We request your concurrence in negotiating with the owner on the basis of payment for the land and buildings, renting back to the owner, and giving him a deadline to sell off or otherwise remove the nursery stock. This deadline should be at least one year and more if possible.

G. E. ROHDE
Chief Counsel

John R. Oakes
John R. Oakes
Assistant Right of Way Engineer

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OCT 2 1969
OFFICE OF
STATE HIGHWAY ENGINEER

JRO:GZ
cc G. E. Rohde

TRANSACTION NUMBER 9-68

RM PR-48
EV. 7-67)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

TRANSMITTAL AND REQUEST FOR INITIAL PROGRAM APPROVAL OF PROJECTS

(PPM 21-1)

STATE HIGHWAY DEPARTMENT	OREGON
DATE	9-29-69
BY (Signature)	Mr. Young's September 23, 1969 Letter
TITLE	

CLASS OF FEDERAL FUNDS ☐ FAI ☐ FAP ☐ FAU ☒ FAS ☐ OTHERS ______

AGE 1* EM NOS. ______ THRU ______

STAGE 2 ITEM NOS. 1015 THRU ______

TEM NO.	PROJECT NOS.	LENGTH (Miles)	TOTAL ESTIMATED COST	FEDERAL FUNDS	OTHER IDENTIFICATION AND/OR REMARKS (State) Location	Work
15	SU 466(8)	1.91	4,850,000	3,055,000	Sunset Highway - Beaverton Section	Grade, Drain & High Type Pavement

9-24-69

RECEIVED
OCT 3 - 1969
FOR FILING

SU-466(8)
7323

Young 10-2-69

NOTED
F.B. KLABOE

NOTED
R L PORTER

RECEIVED
OCT 2 1969
OFFICE OF
STATE HIGHWAY ENGINEER

EMARKS (Division)

Authorization to proceed with construction of this item is withheld pending availability of obligation authority to cover the Federal share of this project.

Approval of Program Items 1013 and 1014 is being withheld pending receipt of necessary approvals by The Lane County Central Planning Commission and the Council of Governments, respectively.

Approval of Program Item 1012 is being withheld pending further review of eligibility for Federal participation.

RECOMMENDED		APPROVED	
ATE	SIGNATURE AND TITLE	DATE	SIGNATURE AND TITLE
		9-29-69	R. E. Simpson, Division Engineer

* Program approval and any authorization to proceed with a Stage 1 project shall not constitute any commitment of Federal funds nor shall it be construed as creating in any manner, any obligation on the part of the Federal Government to provide Federal funds for the undertaking.

GPO 927-984

P3

RECEIVED
OCT 3 - 1969
FOR FILING
S11-466(8)
1323

September 23, 1969

Mr. R. L. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon 97301

Dear Sir:

We are submitting program data for four Federal-Aid Secondary Projects, Items 1612 through 1615, which we desire to have included in the Federal-Aid Secondary Highway Program.

These projects have been selected by the State Highway Commission and local authorities in cooperation with each other as required by the Federal-Aid Act.

It is our intention to receive bids for these projects on October 23, 1969, however, it will be necessary that the obligation balance for the second quarter of fiscal year 1970 be released to the State before your office can authorize these projects. We request that prior to the authorization of these projects, if the obligation balance release is reduced, that the State be contacted as to which of the projects we desire to have authorized.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. N. Young
Program & Planning Engineer

RNC:aw

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W. O.

FORM PR-1
(REV. 4-61)

FEDERAL-AID PRO

(PPM 21-

CARD 2	REPORT NUMBER 1 (19) (20)	PROJECT LOCATION *(45 typewriter spaces)* St. Rd. Beaverton S. City Limits N. 1.9 mi. 21 65	**ADT**	PRESENT 8,000	FUTURE 20,000 (66) (70)	YEAR 89 (71) (72)

CARD 3	CHARACTER OF PROPOSED WORK *(35 typewriter spaces)* Gr. Dr. High Type Pave. 6 Brs. 28 62	NATL. FOREST (63) (65)	FH ROUTE NO. (66) (68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. AUTH YR (74) (75)

CARD 4	CLASS OF FEDERAL FUNDS Secondary	COUNTY NAME Washin	
	NAME OF URBAN AREA Portland 17-31	ROUTE NO. S	FEDERAL-AID 628

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	CLASS	WORK TYPE	WORK STEP	TERMINI *(Full description)*	MILES	ESTIMATED PROJECT COST TOTAL ESTIMATED COST	ESTIMATED PROJECT COST FEDERAL FUNDS
1	(14-15)	(16	41	42	43 46	53	St. Rd. Beaverton S. City Limits N. 1.9 Mi. (Sunset Highway - Beaverton Section)	(54) (58)	(59) (66)	(67) (76)
5					**PE**					
5					**ROW**					
5					**CONST** (CODE)			1.91	4,850,000	3,055,000

CARD 1	CODE 1	PREPARED BY		PROJECT TOTALS	1.91	4,850,000	3,055,000
1	14	PROGRAM APPROVAL DATES				(16) (23)	(24) (33)

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

N. 1.9 mi. 65	**ADT**	PRESENT 8,000	FUTURE 20,000 (66) (70)	YEAR 89 (71) (72)	REGION 08	STATE NAME Oregon	STATE CODE 35 (2) (3)	APPN CODE 022 (4) (9)	ITEM NO. 1015 (14) (18)

E (68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	FL. AUTH YR (74) (75)	PROJECT NUMBER PREFIX LETTER(S) SU - 14 23	NUMBER SEQ. NO. 466 (8) 7 13	I Projects Only POST MI. (24) (26) DESIG. 27

COUNTY NAME Washington	CODE 067 (14) (16)	PROGRAM STAGE ☐ 1 OR ☒ 2

ROUTE NO. S	FEDERAL-AID 628 (32)	STATE 144 (36)	U.S. (37) (41)

ESTIMATED PROJECT COST BY PHASES

	MILES	TOTAL ESTIMATED COST	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	CHARACTER OF PROPOSED WORK (Full description)
S. 9 Mi.	(54) (56)	(58) (66)	(67) (76)			Gr. Dr. 4-12' lanes A.C. pave., 10'shldrs. and 16' median. 6 structures, length 1240'. ROW - 200' min.; Access Control - Partial; Parking restriction - Complete.
	1.91	4,850,000	3,055,000	1,795,000		
ECT LS	1.91	4,850,000	3,055,000	1,795,000		
		(16) (23)	(24) (33)			

REMARKS Additional Data: Items 118A and 118B, Projects US-466(1) and US-466(2).

continued —

ST. RD. BEAVERTON S. CITY LIMITS N. 1.9 mi. - continued
Project SU-466 (8)

Structures

Bridge Name & No.	Type Code	Length	H. C.	Esti Co
A-Leg O'xing. #9606	X220	124'	26'	$ 93
Parking St. U'xing. #9607	X721	260'	40'	$260
Wilshire St. U'xing. #9608	X721	258'	56'	$312
Center St. U'xing. #9609	X781	237'	32'	$262
Tualatin Valley Hwy. O'xing. #9611	X221	188'	88'	$39
Beaverton Hillsdale Hwy O'xing. #9612	X221	173'	88'	$36

Note: The State has the legal authority to regulate the use by Utilities of rights of way o

ST. RD. BEAVERTON S. CITY LIMITS N. 1.9 mi. - continued
Project SU-466 (8)

ures	Type Code	Length	H. C.	Estimated Cost
	X220	124'	26'	$ 93,600
607	X721	260'	40'	$260,000
9608	X721	258'	56'	$312,000
609	X781	237'	32'	$262,000
	X221	188'	88'	$397,100
	X221	173'	88'	$365,400

has the legal authority to regulate the use by Utilities of rights of way of this project.

STATE OF OREGON
1859

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SEP 29 1969

GAME COMMISSION

OFFICE OF THE DIRECTOR

P. O. BOX 3503 • 1634 S.W. ALDER ST. • PORTLAND, OREGON • 97208 • Ph. 222-9611

TOM McCALL
GOVERNOR

COMMISSIONERS
GEORGE L. HIBBARD, Chairman
J. PAT METKE, Vice Chairman
JOHN P. AMACHER, Member
JOSEPH W. SMITH, Member
JAMES W. WHITTAKER, Member

JOHN W. McKEAN
State Game Director

SU-466(8)
7323

September 22, 1969

---- Routing ----

L Barbee H — Trout
Hall — Wil's
A. Olson — Hackleman
Semple — Scott
2 Terpin — R. Olson
Swenson — Carstensen

RECEIVED
SEP 23 1969
DESIGN DIVISION

State Highway Engineer
State Highway Building
Salem, Oregon 97310

Attention: Mr. Frank L. Hall

Dear Sir:

We have reviewed the preliminary plans for "Sunset Highway-Beaverton Section" of the Beaverton-Tigard Highway in Washington County.

There will be no conflict with wildlife resources on this project, and the plans are approved.

We appreciate the opportunity to comment on these plans.

Very truly yours,

R. O. Koski

R. O. Koski
Fishery Staff Specialist

ROK:js

cc: Dir. OFC

cc's sent 9-24-69
F.B. Klaboe
L.H Young
F.E Terpin
T C. Roake
G.C. Swenson
W.H. Tebeau
L.W. Rulien (2)

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SEP 24 1969
OFFICE OF
STATE HIGHWAY ENGINEER

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SEP 23 1969
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN

REVISED

Page 1 of 4 Pages

Section CEDAR HILLS INTERCHANGE - BEAVERTON Highway Beaverton-Tigard (FAR 628) County Washington Prefix ______

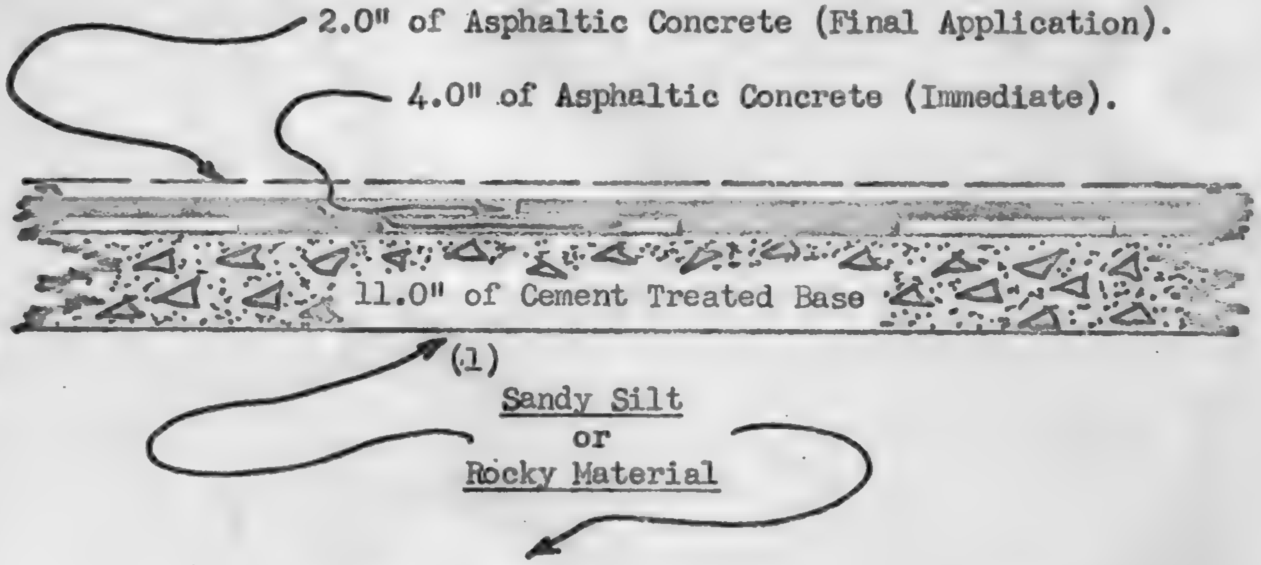
Res. Engr. ______ Approx. Length 2.0± Miles. Sta. 94± to Sta. 195± Date 9-16-69

Truck A.D.T. 1680 Traffic Coefficient 10.2 18 kip s.a. per day 506.9.

Annual Precipitation 44"± Frost Penetration - - - -.

9-16-69

(1)
Typical Soil
28 LL
2 PI
99 %P 10
87 %P200
1 %Gravel
5 %C Sand
7 %F Sand
72 %Silt
15 %Clay
12 "R" Value


2.0" of Asphaltic Concrete (Final Application).
4.0" of Asphaltic Concrete (Immediate).
11.0" of Cement Treated Base
(1)
Sandy Silt
or
Rocky Material

CBE Total Req.	Credit	Actual Thick.	
	4.0	2.0	AC(FA)
	8.0	4.0	AC (I)
	20.0	11.0	CTB
32.0	32.0	17.0	

AASHO CLASSIFICATION:
A-4 (8)

MATERIAL SOURCES:
To be determined
by the Engineer.

See remarks on Page 2.

NOTED
F. B. KLABOE

cc:

B.P.R.
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Design Engineer
Specifications Engineer
Final Design Engineer
Division Geologist

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OCT 8 1969
FOR FILING

SU-466(8)
7323

Submitted by C. C. Gray
for Staff Assistant

Recommended by
Chief Engineer of Materials

Recommended by
Asst Construction Engineer

Approved by
Asst. State Highway Engineer
(Use alt PMBB and CTB lid)

REVISED

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN

Page 1 of 4 Pages

Section CEDAR HILLS INTERCHANGE - BEAVERTON Highway Beaverton-Tigard (FAR 628) County Washington Prefix ________

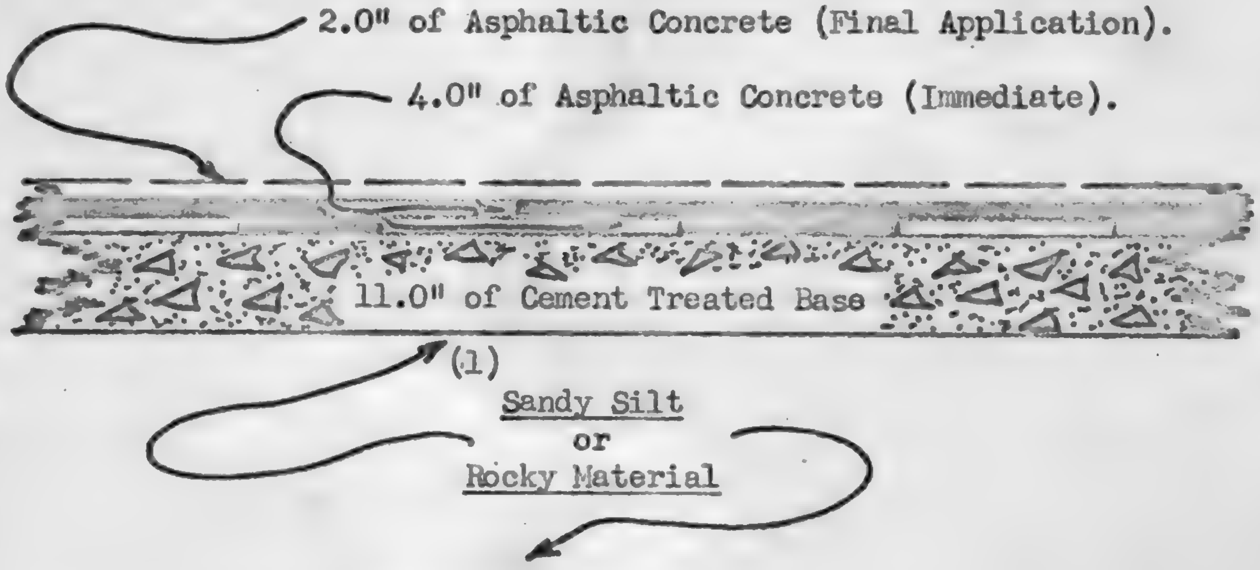
Res. Engr. ____________ Approx. Length 2.0± Miles. Sta. 94± to Sta. 195± Date 9-16-69

Truck A.D.T. 1680 Traffic Coefficient 10.2 18 kip s.a. per day 506.9.

Annual Precipitation 44"± Frost Penetration - - - -.

9-16-69

(1)
Typical Soil
28 LL
2 PI
99 %P 10
87 %P200
1 %Gravel
5 %C Sand
7 %F Sand
72 %Silt
15 %Clay
12 "R" Value


2.0" of Asphaltic Concrete (Final Application).

4.0" of Asphaltic Concrete (Immediate).

11.0" of Cement Treated Base

(1)
Sandy Silt
or
Rocky Material

CBE Total Req.	Credit	Actual Thick.	
	4.0	2.0	AC(FA)
	8.0	4.0	AC (I)
	20.0	11.0	CTB
32.0	32.0	17.0	

AASHO CLASSIFICATION:
A-4 (8)

MATERIAL SOURCES:
To be determined by the Engineer.

See remarks on Page 2.

NOTED
F. B. KLABOE

cc:

B.P.R.
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Design Engineer
Specifications Engineer
Final Design Engineer
Division Geologist

RECEIVED
OCT 8 - 1969
FOR FILING

SU-466(8)
7323

Submitted by ____________
for Staff Assistant

Recommended by ____________
Chief Engineer of Materials

Recommended by ____________
Asst Construction Engineer

Approved by ____________
Asst. State Highway Engineer
(Use alt PMBB and CTB bid)

SECTION: CEDAR HILLS INTER. - BEAVERTON

HIGHWAY: Beaverton - Tigard

COUNTY: Washington

"OTHER ROADS"

Traffic Coefficient	A.C. Wearing Surface	~~P.M.B.B.~~ or C.T.B.	3/4"-0 Level	Crushed Base	~~S.S.~~ or L.T.S.	"CBE" Total Requirement	Actual Thickness
9.0 - 10.0	4.0"	12.0"	—	—	—	29.5"	16.0"
8.0 - 9.0	3.5"	11.0"	—	—	—	26.5"	14.5"
7.0 - 8.0	3.5"	9.0"	—	—	—	23.5"	12.5"
6.0 - 7.0	3.0"	8.0"	—	—	—	20.5"	11.0"
4.8 - 6.0	2.0"	—	—	13.0"	—	17.0"	15.0"
Cars Only	2.0"	—	—	9.0"	—	12.5"	11.0"

Remarks:

The Project Base Design has been revised in order to recommend the use of additional Cement Treated Base in lieu of Lime Treated Subgrade. Investigation indicated a rocky material will be available for use in the subgrade zone.

Recommend that shoulder and base material be the same as crushed for C.T.B., 1.0"-0.

The C.T.B. Mix Design will be provided by the Laboratory at a later date.

Should substitutions be made use the "CBE" Total Requirement column to obtain the "Total Thickness Required" and the table below for values:

1.0"	Asphaltic Concrete	=	2.0"	Crushed Base
1.0"	Plant Mix Bituminous Base	=	1.8"	Crushed Base
1.0"	Cement Treated Base	=	1.8"	Crushed Base
1.0"	Oil Mat	=	1.1"	Crushed Base
1.0"	Stone Subbase (Per Standard Specifications plus Supplementals)	=	0.8"	Crushed Base
1.0"	Lime Treated Subgrade	=	0.8"	Crushed Base

Above factors apply to materials that comply with Standard Specifications, Supplemental Standard Specifications, and Special Provisions.

TRAFFIC ANALYSIS

SECTION: CEDAR HILLS INTER. - BEAVERTON

HIGHWAY: Beaverton - Tigard

COUNTY: Washington

21,000 Present ADT (1970)

5 Percent Trucks

AXLES	TWO WAY TRUCK ADT	EXPANSION FACTOR	TOTAL TADT	MEAN TADT	ONE WAY EWL	AVERAGE ANNUAL EWL
2	610	2.2	1342	976	450	439,200
3	250	2.2	550	400	1000	400,000
4	50	2.2	110	80	1250	100,000
5	130	2.2	286	208	3180	661,440
6	10	2.2	22	16	2570	41,120
				1680	TOTAL	

TOTAL AVERAGE ANNUAL DESIGN EWL	1,641,760
TWENTY YEAR EWL	32,835,200
TRAFFIC COEFFICIENT	10.2

SECTION: CEDAR HILLS INTER. - BEAVERTON

HIGHWAY: Beaverton - Tigard (FAR 628)

COUNTY: Washington

PAVEMENT TYPE SELECTION

Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good X Fair ____ Poor ____
   Remarks: ____
5. Cost Comparisons: See remarks

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: Asphaltic Concrete
7. Stage Construction: Part of design
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: See remarks
10. Stimulation of Competition: See remarks
11. Construction Consideration: See remarks
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not applicable
13. Traffic Safety: No problem
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: Local materials are adaptable to this type construction.

CONCLUSION AND REMARKS:

No cost comparison made between C.R.P.C.C. and A.C. as this is a short (2.0± mi.) project (See Item 6). A check of costs between P.M.B.B. and C.T.B. in this area indicate C.T.B. to be about $1.09 per ton less than P.M.B.B. The recommended section has been selected on this information. Costs were obtained from C. E. Layton, Cost Analyst.

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JUL 9 1969
FOR FILING

SU-466(8)

7323

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 8, 1969

SUBJECT: Design Approval
Sunset Hwy.-Beaverton Sec.
Project SU-466(8)
Beaverton-Tigard Hwy.
Washington County

To: MEMO TO FILE

Design approval of subject project was given by the State and Bureau of Public Roads prior to the effective date of PPM 20-8 dated January 14, 1969 based on the following data and therefore no further approval action is required under current PPM 20-8.

(A) A public hearing was held on April 12, 1960 and a transcript of the hearing was furnished the Bureau of Public Roads in June, 1960.

(B) Acquisition of right of way under projects US-466(2) and US-466(3) was authorized Aug. 31, 1961, Nov. 30, 1962 and May 10, 1965 by the Bureau of Public Roads based on 4-12 foot traffic lanes, 10-foot shoulders and a 16-foot median.

NO 1
F.B. MAR

(C) Bureau of Public Roads personnel had approved all interchange layouts on the project as follows:

1. Cedar Hills Interchange by G. R. Brooks, January 13, 1964
2. Walker Road Interchange by D. M. Emrich, January 30, 1961
3. Beaverton Interchange by D. M. Emrich, March 7, 1961

(D) On July 13, 1965 the Highway Commission approved the County and the City throughway agreements and these were in turn approved by the Bureau of Public Roads July 26, 1965.

(E) Survey authorization approval for the complete route from Sunset Highway to Pacific Highway received Highway Commission action July 7, 1960 and

Bureau of Public Roads' action March 7, 1961 for 4-12 foot traffic lanes of high-type pavement with 10-foot shoulders, 16-foot median and partial access control.

(F) Mr. R. E. Simpson's letter of February 27, 1969 gave the Bureau of Public Roads' concurrence that no further public hearings are required on subject project.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Program and Planning Engineer

cc: Mr. R. E. Simpson, BPR
Mr. F. B. Klaboe
Mr. D. J. Barbee
Mr. R. W. Ellison
Mr. B. L. Gifford
Mr. R. N. Chase

RECEIVED
JUL 9 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 9 - 1969
FOR FILING

SU-466(8)
7323

FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: July 3, 1969

In reply refer to: 08-35.6

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attn: Mr. Tom Edwards

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project SU-466(8)
Sunset Highway-Beaverton Section
Preliminary Structure Plans

The amended preliminary plan submission for the "A" leg O'xing, Parkway St., Wilshire St. and Center St. U'xing's submitted with Mr. Edwards' June 26 letter have been reviewed and are approved.

NOTED
TOM EDWARDS

Copy Irwin
7-8-69

RECEIVED
JUL 7 1969
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUN 27 1969
FOR FILING

SU-466(8)
7323

June 26, 1969

7605

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
Box 300
Salem, Oregon 97308

Re: Sunset Hwy.-Beaverton Section
Beaverton-Tigard Highway
"A" Leg O'Xing, Bridge No. 9606
Parkway St. U'Xing, Bridge No. 9607
Wilshire St. U'Xing, Bridge No. 9608
Center St. U'Xing, Bridge No. 9609

Dear Sir:

We have reviewed the comments in your letter of June 19 regarding the submission of preliminary bridge plans for the subject structures.

A five-foot berm measured from the face of the curb will be shown on the grading plans to provide safe access through the interchange area to the sidewalk shown on the "A" leg structure.

Subsequent to our letter of May 16, we have made a limited architectural study of the three structures in the Cedar Hills Interchange area. As these structures are in close proximity to one another, we feel that the details should be compatible.

The angular shape of the bents as shown in our initial submission did not seem to go very well with the curved haunches on the structures. Transmitted herewith are two prints of the sketches showing the proposed bent configurations which resulted from the architectural study. In a continuous structure, the larger dimensions at the top of the columns fit the stress distribution. Elimination of the taper would result in additional concrete quantities, which would tend to offset any savings due to the simplification of the forms.

The foundation reports dated June 17, 1968 for the Parkway Street structure should be replaced by the three copies of a foundation report dated May 12, 1969, which are transmitted herewith. We will review the conditions at Bents 1 and 6 prior to completion of the final plans.

We agree that 30- and 40-foot lengths of concrete piles for the Center Street Undercrossing should be changed to allow for foundation variation. The order length in the special provisions will be between 45 and 50 feet.

In consideration of the additional data, we request that you approve the preliminary plans, as modified, for the subject structures.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

Attachments

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant
L. H. Young

LLM:jf ja

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: June 19, 1969

In reply refer to: 08-35.6

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. I. D. Merchant

FROM : For R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project SU-466(8)
Sunset Highway - Beaverton Section
Preliminary Structure Plans

The preliminary bridge plans submitted by Mr. Merchant's May 16, 1969 letter have been reviewed and found to be generally acceptable. Roadway widths shown on the approved interchange layout are obsolete and in conflict with your submission. I feel that those shown in your preliminary bridge submission are acceptable and in agreement with current standards. The approved widths are:

Wilshire Street Undercrossing	56 feet
Parkway Street Undercrossing	40 feet
"A" Leg Overcrossing	26 feet
Center Street Undercrossing	32 feet

I offer the following additional comments for your consideration:

Plans for the "A" Leg Overcrossing indicate a sidewalk is to be constructed along one side of the structure. I assume, therefore, that safe access to, and through, this interchange will be provided by sidewalks and included on the grading plans. I feel the structure type chosen for the "A" Leg Overcrossing is very attractive, and I hope your preliminary estimate is truly representative of its cost.

Columns for the Wilshire Street Undercrossing are shown with a taper on both faces. In order to reduce costs I would suggest that tapers be limited to the one face visible to the driver unless the additional taper is required for design. The taper is so slight that I question whether it would be obvious.

Foundation plans for the Parkway Street structure seem to be in conflict with the plan sheet. The foundation report appears to describe a different structure. Bent 5 should be lowered to the weathered and fractured basalt layer. There might also be a question as to whether you could drive piles at Bents 1 and 6. Please review the foundation condition prior to completing final plans.

(more)

Merchant - RD

cc Young

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Foundation data for the Center Street Undercrossing indicate 40- and 30-feet concrete piles. We feel this length should be carefully reviewed and proper allowances made for fresh heading and possible foundation variation in view of the difficulties you have recently experienced with foundation variation on I-205.

RECEIVED
JUN 20 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 25 1969
FOR FILING

SU-466(8)
7323

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: June 20, 1969

In reply refer to: 08-35.7

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

Moehring

SUBJECT: Oregon Project US-466(2)
Sunset Highway - Beaverton South City Limits
Appraisal, File 42307, Chichester

In reviewing the appraisals of this property it was noted that Mr. Brindley revised his estimate of the value of the taking from $60,000 to $62,000. The revision does not state the basis for the increase.

Please have Mr. Brindley provide an explanation for the increase and furnish us with a copy of his remarks.

Orig to Moehring 6-23-69

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JUN 23 1969
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STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUN 13 1969

SU-466(8)

7323

June 13, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon 97301

Route Documentation Data
Sunset Hwy.-Beaverton Section
Project SU-466(8)
Beaverton-Tigard Hwy.
Washington County

Attention: Mr. R. M. Arens

Dear Sir:

We are submitting Route Documentation Data, as required by IM 90-8-65 and IM 21-12-67, for the Sunset Highway-Beaverton Section, Project SU-466(8) on the Beaverton-Tigard Highway in Washington County.

It is our present intention to program this project in sufficient time to receive bids for same at the December 4, 1969 contract letting.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. M. Young
Program and Planning Engineer

Encl.

cc: H. S. Cox
R. E. Boyer
R. N. Chase

RNC:mw

RECEIVED
JUN 11 1969

FOR FILE
SU-466(8)
7323

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: June 3, 1969

In reply refer to: 08-35.7

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

NOTED
R. L. PORTER

SUBJECT: Oregon Project SU-466(8)
Cedar Hills Interchange Unit
Sunset Highway - Beaverton Section
IM 20-1-69, Interim Criteria Promulgated under paragraph 10e, PPM 20-8, Public Hearings and Location Approval Relating to Right of Way Acquisition

Assistant Right of Way Engineer John R. Oakes' letter of May 26, 1969 requested our concurrence in the acquisition of File 43520 (Durig) under the protective buying provisions as outlined under Item 3 of IM 20-1-69 dated April 8, 1969. It is our understanding that the owner of the property is planning to construct a medical clinic.

We concur with your proposal to acquire the property as it meets the requirements of paragraph 3 of IM 20-1-69. It is our understanding that the property will be acquired with State funds and no Federal aid is being requested at this time; however, you must comply with the provisions of IM 80-1-68 concerning relocation assistance and payments.

6-6-69

REFERRED TO
Mohring - Young
By Asst. State Hwy. Engr.

RECEIVED
JUN 5 1969
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
F. B. KLABOE

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

P

RECEIVED
JUN 3 - 1969

FOR FILING
SU-466(8)
7323

June 2, 1969

7502

Mr. R. R. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Re: Beaverton-Hillsdale Hwy. O'Xing
Tualatin-Beaverton Hwy. O'Xing
Sunset Hwy.-Beaverton Section
Oregon Project SU-466(-)
Washington County
Bridges No. 9611 and 9612
Your File 08-35.6

Dear Sir:

In regard to your letter of May 12, we have reviewed the foundation data and have revised the estimated pile lengths as per attached memorandum dated May 20.

Preboring of the fills for the end bent piling will be called for in the specifications.

Very truly yours,

Forrest Cooper
State Highway Engineer
ORIGINAL SIGNED
By VICTOR D. WOLFE for

Tom Edwards
Assistant State Highway Engineer

Attachment

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant
L. H. Young (enc.)

LLW:jf ja

FORM 2-20 (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 20, 1969

To: MEMORANDUM TO THE FILES

SUBJECT: Tualatin Valley Hwy. O'Xing,
Bridge No. 9611 &
Beaverton-Hillsdale Hwy. O'Xing,
Bridge No. 9612
Sunset Highway-Tigard Interchange Section

A review of the pile length recommendations for the above-named structures was made, and the revised pile length estimates are as follows: (Treated timber only).

Tualatin Valley Highway Overcrossing - Bridge No. 9611

Bent	Bt. Elev.	Original Pile Tip Rec.	Present Pile Tip Rec.	Recommended Order Length
1	204	171	155	50'
2	187	171	155	35'
3	188	160	155	38'
4	205	162	155	55'

Beaverton-Hillsdale Highway Overcrossing - Bridge No. 9612

Bent	Bt. Elev.	Original Pile Tip Rec.	Present Pile Tip Rec.	Recommended Order Length
1 & 4	205	157	145	60'
2 & 3	187	157	145	40'

Marion Craft
Marion Craft
Foundation Engineer

MC:jr
TCR
AAF
LLWL
Swenson

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: May 12, 1969

In reply refer to: 08-35.6

Edwards

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project SU-466(-)
Tualatin Valley Highway O'xing
Beaverton-Hillsdale Highway O'xing
Preliminary Plans

I have reviewed the above submission and find the plans interesting and commend you on your consideration of aesthetics and safety in moving the piers back from the roadway. The foundation data on Bents 3 and 4 of both structures appear to support slightly longer piles that at Bents 1 and 2 as indicated in the report. I wonder if this length should not be even a little longer than indicated for the Beaverton-Hillsdale O'xing in view of the difference in test hole driving.

There has been reluctance by some of your people and contractors to drive any displacement pile through the approach fills. I feel there will be no problem if this is accomplished as shown in your foundation report and perhaps clarified in the special provisions, particularly if prestressed piles are used. Bearing should be obtained in the underlying strata. The plans are approved as submitted.

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM MAY 15 1969 PM
7,8,9,10,11,12,1,2,3,4,5,6

Len Hallner - discuss

cc young

RECEIVED
MAY 15 1969
PROGRAM & PLANNING
DIVISION

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MAY 14 1969
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

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HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

SU-466(8)
7323

May 29, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon 97301

File 43520-Durig
Cedar Hills Interchange Section
Beaverton-Tigard Highway
Washington County

NOTED
R. L. PORTER

Attention Mr. C. J. Mathias

Dear Mr. Simpson:

Attached is a copy of maps of the area as discussed in my letter of May 26, 1969.

Very truly yours,

G. E. ROHDE
Chief Counsel

John R. Oakes
Assistant Right of Way Engineer

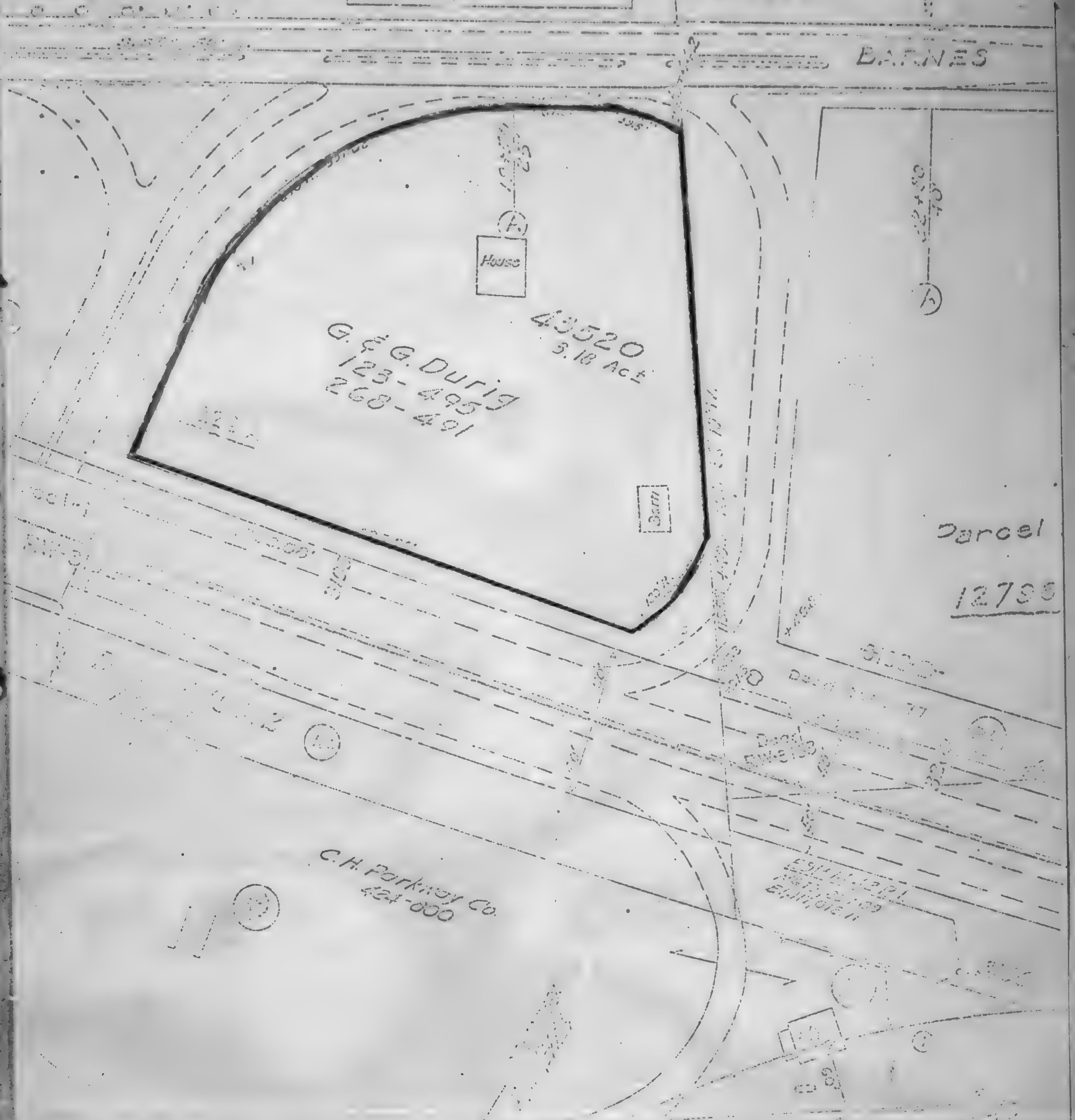
JRO:DH

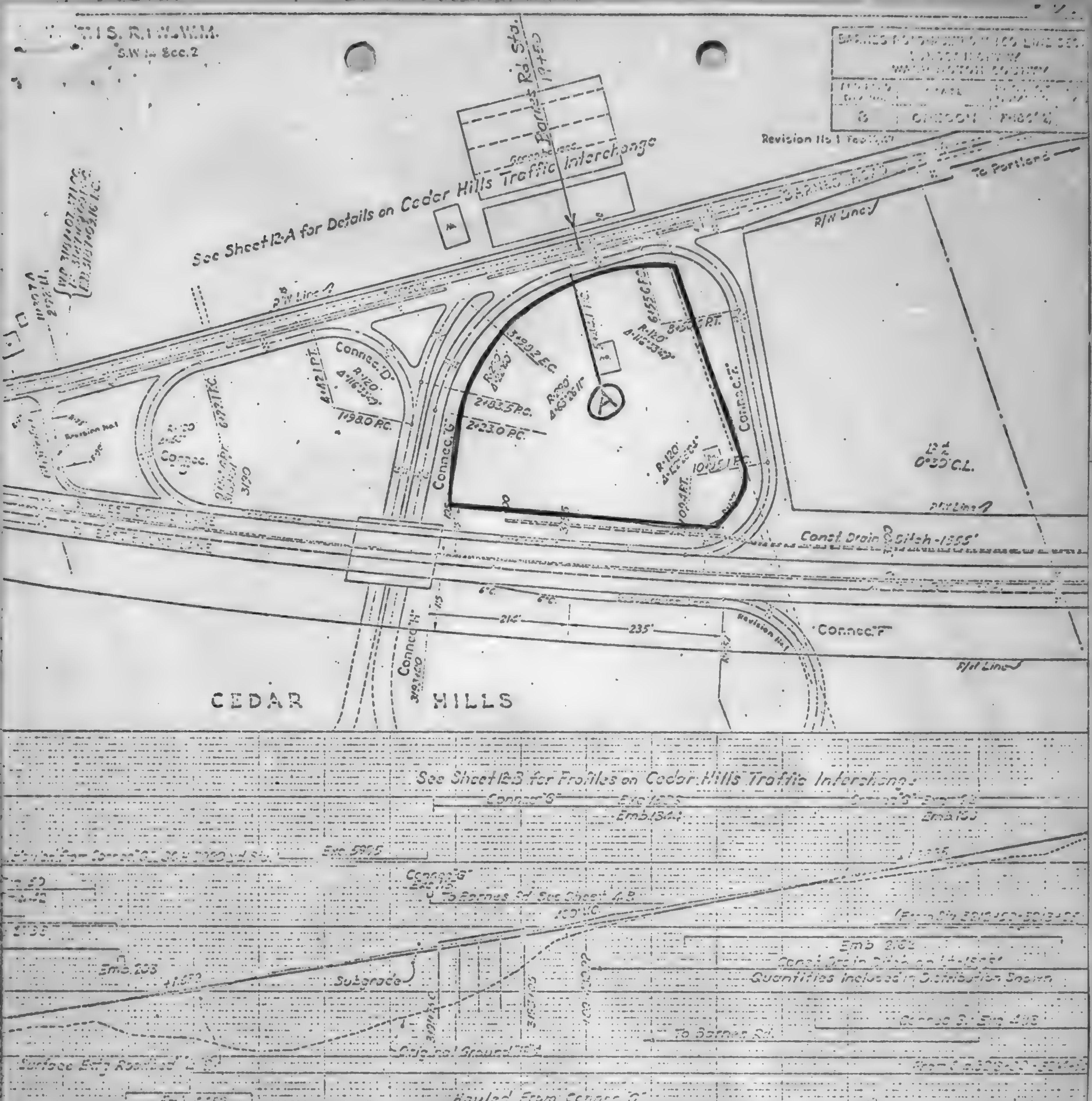
cc R. L. Porter
F. B. Klaboe
L. H. Young
D. J. Barbee
V. E. Skoog
G. E. Rohde
M. R. Mitchell

RECEIVED
MAY 29 1969
OFFICE OF
STATE HIGHWAY ENGINEER

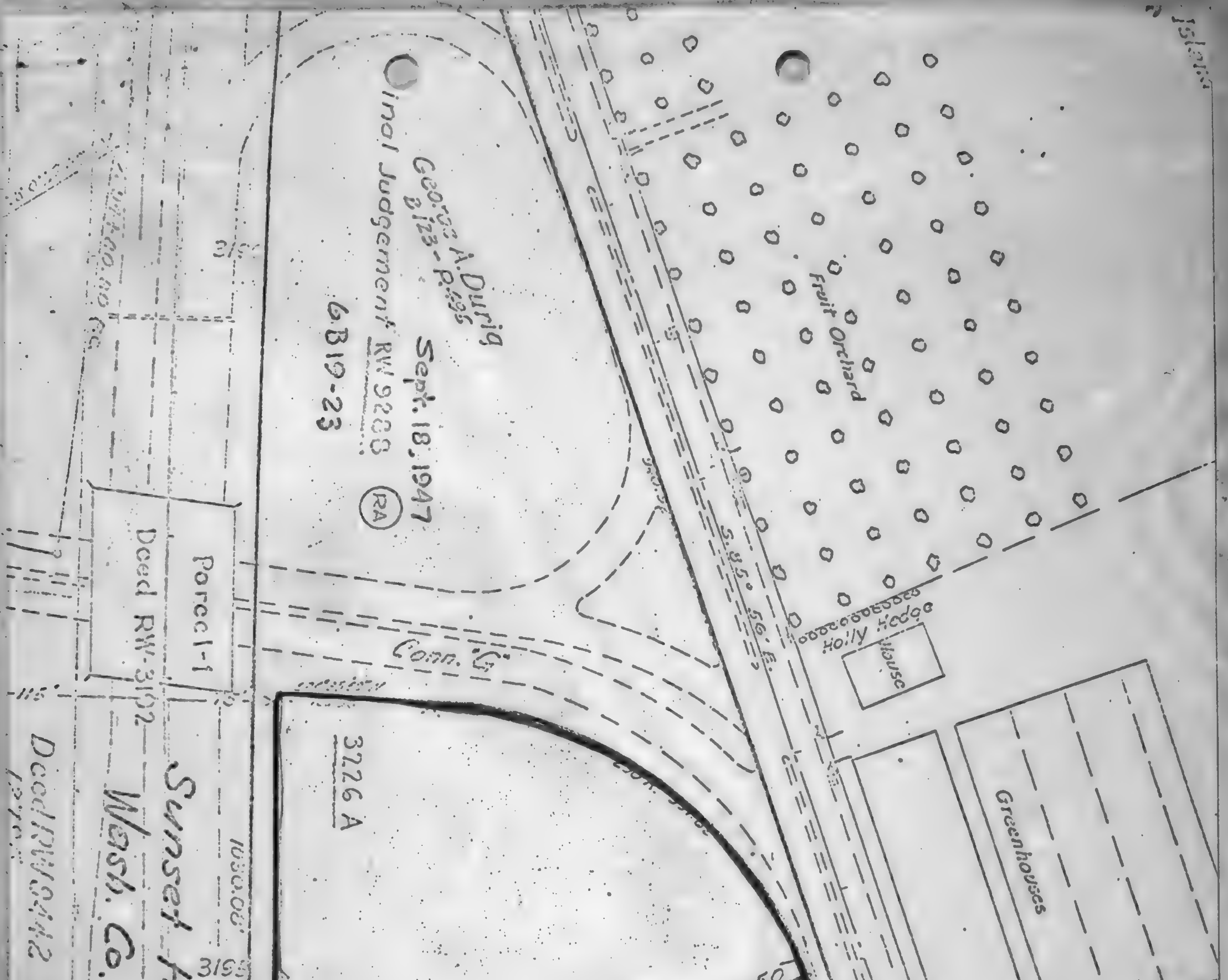
[illegible] Interchange
Beaverton Tigard Hwy.
Washington Co.
6B-19-23

MAY 21 1969





REC'D. FOR PRINT
MAY 12 1969



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MAY 12 1969

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SU-466(8)
7323

NOTED
R L PORTER

May 26, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon 97301

Cedar Hills Interchange Unit
Sunset Highway-Beaverton Section
Beaverton-Tigard Highway
Washington County

Dear Mr. Simpson:

We have received one file involving a parcel of land on the northerly side of the Sunset Highway that is not directly involved with the present project. However, under long-range planning it is necessary to protect the access of the Sunset Highway and this parcel may be required when the Cedar Hills Interchange is constructed to its ultimate standards.

Under the terms of paragraph 3 of IM 20-1-69, we are requesting your concurrence in this acquisition as the future work may require a design hearing whenever it becomes necessary.

It is our understanding that the owner of this property is about ready to construct a medical clinic.

Very truly yours,

G. E. ROHDE
Chief Counsel

John R. Oakes
Assistant Right of Way Engineer

JRO:DH

cc R. L. Porter
F. B. Klaboe
L. H. Young
D. J. Barbee
V. E. Skoog
G. E. Rohde
M. R. Mitchell

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MAY 26 1969
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OREGON STATE
HIGHWAY DEPARTMENT

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SU-4166(8)
7323

May 16, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon 97301

Subject: Sunset Hwy.-Beaverton Section
Beaverton-Tigard Highway
Washington County
"A" Leg O'Xing, Bridge No. 9606
Parkway St. U'Xing, Bridge No. 9607
Wilshire St. U'Xing, Bridge No. 9608
Center St. U'Xing, Bridge No. 9609

Dear Sir:

Enclosed are two prints each of Drawings Nos. 24647, 24649, 22200 and 24661, which are the preliminary plan and elevation sheets for the subject project. Also enclosed are two copies of the foundation data sheets, foundation recommendation, and pertinent grading plans.

In selecting the structure types for the bridges in the Cedar Hills Interchange area, we found that the required span lengths could be accomplished with conventionally reinforced concrete structures. The widths, lengths, and alignment of the various structures are in accordance with the grading plans for the project. Almost all of the bents will be supported on the underlying basalt rock.

Estimated costs based on approximate quantities and including an allowance for engineering and contingencies are as follows:

"A" Leg Overcrossing	$ 94,000
Parkway Street Undercrossing	$293,000
Wilshire Street Undercrossing	$267,000

Rough estimates for structures of the same span layouts using steel girders would be $126,000, $390,000, and $357,000, respectively.

NOTED
TOM EDWARDS

The Center Street Undercrossing is proposed as a single span post-tensioned concrete box. A single span is desirable at this location due to the underlying clay formation which extends to depths up to 120 feet. Any long-time settlement would be detrimental to a 2-span continuous structure. The cost for this structure, based on an estimated cost per square foot and including an allowance for engineering and contingencies is $294,500.

The above data is transmitted as a preliminary submission for approval. An early reply would be appreciated as these structures are scheduled for contracting in the early fall of this year.

Very truly yours,

ORIGINAL SIGNED
IVAN D. MERCHANT
Ivan D. Merchant
Bridge Engineer

LLW:jf:jr
Enclosures

cc: Tom Edwards
V. E. Skoog
L. H. Young

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MAY 19 1969
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MAY 2 - 1969
FOR [illegible]

OREGON STATE
HIGHWAY DEPARTMENT

SU-466(8)

~~HIGHWAY BUILDING~~ • SALEM, OREGON • 97310 • Phone 364-2171

7323

April 30, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon 97301

Dear Sir:

Re: O'Xing of Tualatin Valley Hwy.
O'Xing of Beaverton-Hillsdale Hwy.
Sunset Highway-Beaverton Sec.
Washington County
Bridge No. 9611 & 9612

Enclosed herewith are two prints each of the following drawings covering the proposed Beaverton-Tiagrd Highway crossings of the Tualatin Valley Highway and the Beaverton-Hillsdale Highway:

Drawing No. 21725	Vicinity Map O'Xing of Tualatin Valley Highway
Drawing No. 24643	Preliminary Plan and Elevation O'Xing of Tualatin Valley Highway
Drawing No. 21726	Vicinity Map O'Xing of Beaverton-Hillsdale Hwy.
Drawing No. 24644	Preliminary Plan and Elevation O'Xing of Beaverton-Hillsdale Hwy.
Drawing No. 24648	Preliminary Bent Sections, and Structure & Roadway Typical Sections for both subject structures.

Three span slope leg rigid frame reinforced concrete box girder structures are proposed for both sites. This type of structure permits placing the structure supports up the slope clear of the traveled roadway while still maintaining a span arrangement which is in balance from a stress standpoint.

NOTED
TOM EDWARDS

The roadway width on both of the proposed structures is 88'. This provides for the 16' median, the four 12' lanes and two 10' shoulders plus 2' shoulder offsets.

A copy of the foundation investigation and recommendations for both sites is also included herewith. As indicated by this report displacement piling are recommended. The type of displacement pile being contingent on the economics of the final substructure design.

The estimated cost of the two proposed crossings including an allowance for engineering and contingencies is:

O'Xing of Tualatin Valley Hwy.	$397,000
O'Xing of Beaverton-Hillsdale Hwy.	$365,000

The same type of structures in steel are estimated at $555,000 and $510,000, respectively.

The above data is transmitted herewith as a preliminary submission on these structures for your comments and approval. Your earliest comments on these structures would be appreciated as this section of the Beaverton-Tigard Highway is scheduled for contracting in the early fall of this year.

Very truly yours,

ORIGINAL SIGNED
IVAN D. MERCHANT
Ivan D. Merchant
Bridge Engineer

WJH:jf

cc: Tom Edwards ✓
L. H. Young
C. H. Maison

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APR 23 1969
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7323

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

Edwards

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: April 21, 1969

In reply refer to: 08-35-DA

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM for R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Cedar Hills Interchange
Beaverton-Tigard Highway
Proposed Tower Lighting

The proposed tower lighting layout submitted with Mr. Edwards' April 9, 1969 letter has been reviewed and found to be satisfactory. It is felt that the subject interchange lends itself quite well to tower lighting.

The installation of the proposed lighting as a part of the Sunset Highway-Beaverton Section of the Beaverton-Tigard Highway is approved.

Copy Bud George
Young
4-22-69

NOTED
TOM EDWARDS

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BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

APR 18 1969

S61-466 (8)
7323

Salem, Oregon 97310
April 18, 1969

Mr. D. J. Barbee
Design Engineer
BUILDING

Sunset-Beaverton Section
Beaverton-Tigard Highway

The subject of the slopes in the Cedar Hills shopping center interchange area was discussed yesterday. It has been decided to design the interchange within the existing right-of-way.

Mr. Olson will immediately provide the Bridge Division with the necessary data to accomplish this purpose.

F. B. Klaboe
Assistant State Higiway Engineer

FBK:srb

cc: Tom Edwards
Ivan Merchant

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN

REVISED

Page 1 of 4 Pages

Section CEDAR HILLS INTERCHANGE - BEAVERTON Highway BEAVERTON - TIGARD (FAR 628) County WASHINGTON Prefix ____

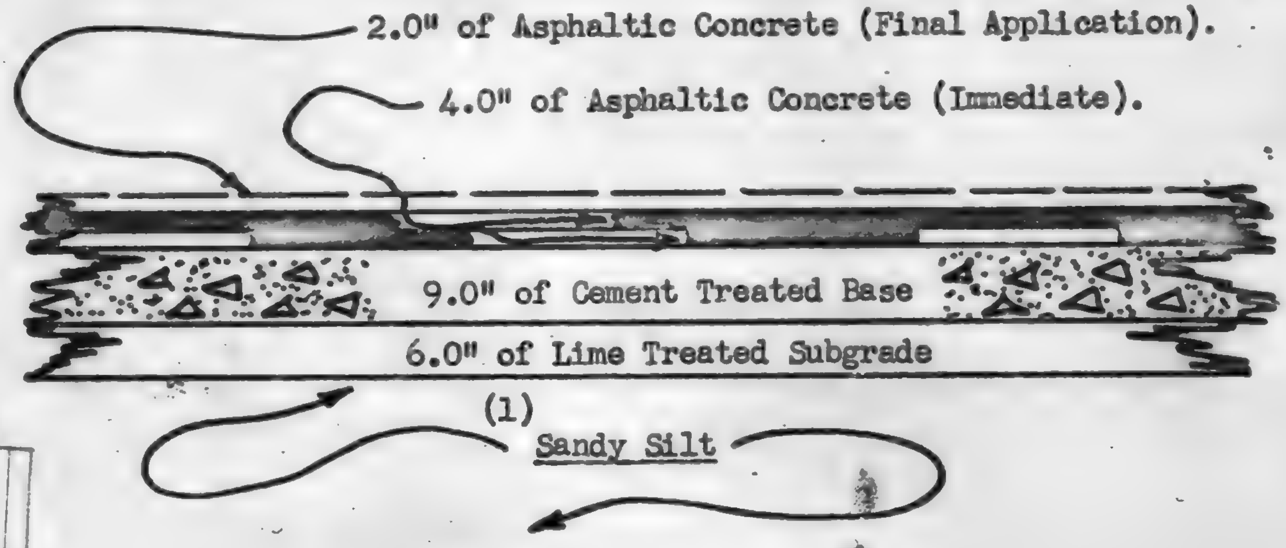
Res. Engr. ____ Approx. Length ____ Miles. Sta. 94± to Sta. 195± Date 4-15-69

Mean Truck A.D.T. 1680 Traffic Coefficient 10.2 18 kip s.a. per day 506.9.

Annual Precipitation 44"± Frost Penetration ----.

4-15-69

(1)
Typical Soil
28 LL
2 PI
99 %P 10
87 %P200
1 %Gravel
5 %C Sand
7 %F Sand
72 %Silt
15 %Clay
12 "R" Value


2.0" of Asphaltic Concrete (Final Application).
4.0" of Asphaltic Concrete (Immediate).
9.0" of Cement Treated Base
6.0" of Lime Treated Subgrade
(1)
Sandy Silt

CBE Total Req.	Credit	Actual Thick.	
	4.0	2.0	AC (FA)
	8.0	4.0	AC (I)
	16.0	9.0	CTB
	5.0	6.0	LTS
32.0	33.0	21.0	

See Page 2 for remarks.

AASHO CLASSIFICATION:
A-4 (8)

MATERIAL SOURCES:
To be determined by the Engineer.

RECEIVED
APR 2 1969
FOR

SU-466(8)
1323

cc:
B.P.R.
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Design Engineer
Specifications Engineer
Final Design Engineer
Division Geologist

NOTED
F. B. KLABOE

Submitted by ____ for Staff Assistant

Recommended by ____ Asst Engineer of Materials

Recommended by ____ asst Construction Engineer

Approved by F B Klaboe Asst. State Highway Engineer

SECTION: CEDAR HILLS INTER. - BEAVERTON

HIGHWAY: BEAVERTON - TIGARD

COUNTY: WASHINGTON

"OTHER ROADS"

Traffic Coefficient	A.C. Wearing Surface	XXXXXX xxx C.T.B.	3/4"-0 Level	1.0"-0 Crushed Base	XXXX xxx L.T.S.	"CBE" Total Requirement	Actual Thickness
9.0 - 10.0	4.0"	9.0"	—	—	6.0"	29.5"	19.0"
8.0 - 9.0	3.5"	8.0"	—	—	6.0"	26.5"	17.5"
7.0 - 8.0	3.5"	6.0"	—	—	6.0"	23.5"	15.5"
6.0 - 7.0	3.0"	6.0"	—	—	6.0"	20.5"	15.0"
4.8 - 6.0	2.0"	—	—	8.0"	6.0"	17.0"	16.0"
Cars Only	2.0"	—	—	4.0"	6.0"	12.5"	12.0"

Remarks:

The Project Base Design has been revised in order to update traffic from a design year of 1967 to 1969, and to recommend the use of Cement Treated Base in lieu of Plant Mix Bituminous Base and Crushed Base.

Recommend that shoulder and base material be the same as crushed for C.T.B., 1.0"-0.

Should substitutions be made use the "CBE" Total Requirement column to obtain the "Total Thickness Required" and the table below for values:

1.0" Asphaltic Concrete = 2.0" Crushed Base
1.0" Plant Mix Bituminous Base = 1.8" Crushed Base
1.0" Cement Treated Base = 1.8" Crushed Base
1.0" Oil Mat = 1.1" Crushed Base
1.0" Stone Subbase (Per Standard Specifications plus Supplementals) = 0.8" Crushed Base
1.0" Lime Treated Subgrade = 0.8" Crushed Base

Above factors apply to materials that comply with Standard Specifications, Supplemental Standard Specifications, and Special Provisions.

TRAFFIC ANALYSIS

SECTION: CEDAR HILLS INTER. - BEAVERTON

HIGHWAY: BEAVERTON - TIGARD

COUNTY: WASHINGTON

21,000 Present ADT (19 69)

5 Percent Trucks

AXLES	TWO WAY TRUCK ADT	EXPANSION FACTOR	TOTAL TADT	MEAN TADT	ONE WAY EWL	AVERAGE ANNUAL EWL
2	610	2.2	1342	976	450	439,200
3	250	2.2	550	400	1000	400,000
4	50	2.2	110	80	1250	100,000
5	130	2.2	286	208	3180	661,440
6	10	2.2	22	16	2570	41,120
				1680	TOTAL	

TOTAL AVERAGE ANNUAL DESIGN EWL 1,641,760

TWENTY YEAR EWL 32,835,200

TRAFFIC COEFFICIENT 10.2

SECTION: CEDAR HILLS INTER. - BEAVERTON

HIGHWAY: BEAVERTON - TIGARD (FAR 628)

COUNTY: WASHINGTON

PAVEMENT TYPE SELECTION

Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good X Fair ____ Poor ____
   Remarks:
5. Cost Comparisons: See remarks

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: Asphaltic Concrete
7. Stage Construction: Part of design
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: See remarks
10. Stimulation of Competition: See remarks
11. Construction Consideration: See remarks
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not applicable
13. Traffic Safety: No problem
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: Local materials are adaptable to this type construction.

CONCLUSION AND REMARKS:

No cost comparison made as over one-half of the project will be a fill section, and minor settlement is anticipated.

A.C. is more desirable because of ease of probable maintenance.

APR 9 - 1969
FOR FILING
SU-466(9)
7323

April 9, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Dear Sir:

There are attached two copies of a plan showing proposed tower lighting at the interchange between the Sunset and Beaverton-Tigard Highways at Cedar Hills.

This installation is to cost $180,000 and it is planned to include it with the construction contract on the Sunset Highway-Beaverton Section of the Beaverton-Tigard Highway.

Your approval of this installation as a part of the Federal-aid project is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

Attachments (2)

bc Forrest Cooper
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. B. Crandall
L. H. Young

VPJ:ji ja

RECEIVED
FEB 28 1969
FOR FILING

SU-466(8)
7323

2745

February 28, 1969

Mr. E. C. Springer
Project Manager
Beaverton School District 48
303 S. W. Erickson
Beaverton, Oregon 97005

Dear Mr. Springer:

In answer to your inquiry of February 17, the Sunset Highway-Beaverton Section of the Beaverton-Tigard Highway is tentatively scheduled for construction beginning in July 1969, with completion expected in late 1970.

Although the design of this section is not complete, it now appears that there will be excess fill dirt from excavation. The excess material will become the property of the contractor; therefore, your procedure should be to make arrangements with the contractor after bids have been received by the Highway Commission.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
L. H. Young

RA:ia srb

BEAVERTON SCHOOL DISTRICT 48

303 S.W. ERICKSON
BEAVERTON, OREGON 97005

.8432

REFERRED TO
Klaboe
BY [illegible]

50000 maybe

February 17, 1969

Mr. Forrest Cooper
State Highway Engineer
Highway Building
Salem, Oregon 97310

Dear Mr. Cooper:

bids June 26. 1969

Would it be possible for your office to provide us with a calendar of the Sunset Highway - Beaverton section, Beaverton - Tigard Highway completion schedule?

We are interested also in obtaining fill dirt from the excavation (if available) for use at the rear of C.E. Mason School. The school is located adjacent to the above mentioned highway.

Thank you in advance for your attention to these requests.

Sincerely,

E.C. Springer

E.C. Springer
Project Manager

ECS:dc

alrich

RECEIVED
FEB 18 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 25 1969
PROGRAM & PLANNING
DIVISION

RECEIVED
MAR 4 1969
FOR

UNITED STAT GOVERNM

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE February 27, 1969

In reply refer to: 08-35-EC/400.1

copy "No" Hearing file

SU-466(8)

7323

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Project SU-466(8)
Sunset Highway-Beaverton Section
Public Hearing

We have reviewed the information contained in your February 25, 1969 letter concerning the status of actions for this project. Based on this information we concur that no further hearing is required on the subject construction project.

NOTED
F. B. KLABOE

2-28-69

REFERRED TO
Cof. - Wolfe - Young - Barbe
Asst. State Hwy. Engr.

NOTED
R. L. FO

RECEIVED
FEB 28 1969
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FEB 26 1969
FOR FILING

February 25, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Sunset Highway-Beaverton Section
Project SU-466(8)

Dear Sir:

A public hearing was held on April 12, 1960, covering the subject project, Sunset Highway-Beaverton Section, Project SU-466(8), and a transcript of said hearing was furnished your office in June of 1960.

The right-of-way for the project was programmed under projects US-466(2) and US-466(3). The actual acquisition of right-of-way was authorized as of August 31, 1961, November 30, 1962, and May 10, 1965, by the Bureau of Public Roads. The right-of-way, with the exception of approximately three parcels, has been acquired for the project.

Bureau of Public Roads' personnel have approved all interchanges on the project. Design of the project is approximately 90% complete, and the Highway Department intends to receive bids for the project on May 15, 1969 (Bid Schedule dated December 17, 1968).

In view of the above information and documentation now in your files, and in view of the fact that all work is completed under Projects S-466(1), US-466(2), US-466(3), SU-466(4), SU-466(5), SU-466(6) and SU-466(7), we are of the opinion that the subject project has proceeded beyond the point where design approval would have been given by your office, and we therefore request your concurrence that no further hearings (design hearing) are required for the subject construction project.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Program and Planning Engineer

RNC:la

cc: F. B. Klaboe
H. S. Cox
D. J. Barbee
E. L. Gifford
R. N. Chase

RECEIVED
FEB 24 1969

SU-466(8)
7323

February 21, 1969

Oregon State Highway Commission

Gentlemen:

You have tentatively approved on Federal-aid Program XI the completion of the Beaverton-Tigard Highway between Beaverton and the Sunset Highway in Washington County.

Hearings have been held and rights-of-way acquired and it appears that we are now in position to proceed with construction. The estimated cost of the project is $4,830,000. This is a Federal-aid Secondary and will require borrowing $300,000 from the counties' share of the Secondary fund. We will be able to repay this amount as soon as the next Federal-aid apportionment is made this summer or early next fall. As there is a comparatively large balance in the counties' Secondary account (over $7.0 million), this will pose no problem.

The matter will be on the agenda for the March 11 meeting and I recommend that it have your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
F. B. Klaboe
Victor D. Wolfe
L. H. Young
C. H. Maison
D. J. Barbee
F. D. Morgan
H. S. Cox
L. W. Rulien

BG:bb RLP:ms fn

RECEIVED
FEB 7 - 1969
FOR FI

SU-466(8)
7323

FORM FHWA-121A (2-68)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: February 6, 1969

In reply refer to: 08-35.1

Rohde
Moehring

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project US-466(2)
Sunset Highway - Beaverton Section
File 32855, L-4844

Chief Counsel G. E. Rohde's letter of August 29, 1968 provides additional documentation for a 15-1/2 month delay in the filing of a condemnation case to acquire the subject property.

A review of all documentation, as well as a review of Appraiser Hart's report of January 26, indicates the extent of Federal participation in this acquisition should be limited to the pro rata share of $129,240.

2-7-69
orig to
Rohde
copy
to Moehring

RECEIVED
FEB 7 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 10 1969

[illegible] ROADS

[illegible] NOTIFICATION

[illegible] NO. 35-[illegible]

STATE Oregon SU-466(2)	COUNTY Washington
F. A. PROJECT NO. [illegible](2)	STATE CONTROL SECTION OR PROJECT NO. Sunset Highway - Beaverton Section
7323	2-5-69

TO:
Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

CC.
1. OSHD (C H Maison)
2. OSHD (M R Mitchell)
3. Project File
4. Accounts
5. PIN File
6. Moehring
7. Mathias

ITEMS IDENTIFIED BELOW ☐ OR ON ATTACHED SHEET ☐ HAVE BEEN DETERMINED TO BE INELIGIBLE OR REQUIRE ADDITIONAL SUPPORT PRIOR TO FEDERAL-AID REIMBURSEMENT FOR THE REASONS STATED:

File 38285, L-4844

Federal funds will participate in our pro rata share of $129,240 as set forth in the State's review appraisal of October 11, 1966. The basis for our participation is the documentation provided in Chief Counsel G. E. Rohde's letter of August 29, 1968, which provided a partial answer to our letter of October 11, 1967.

NOTED
F. B. [illegible]

2-7-69
Young

INELIGIBLE $ 62,760
(IF APPLICABLE)

THE ABOVE ITEMS (AS AMPLIFIED IN THE COVERING LETTER)* SHOULD NOT BE CLAIMED UNTIL CORRECTIVE ACTION HAS BEEN TAKEN AND SUPPORTING OR QUALIFYING DATA PLACED IN THE STATE'S FILE. IF THE STATE HAS ALREADY BEEN REIMBURSED, A CREDIT SHALL BE ENTERED ON THE NEXT CONSOLIDATED OR CURRENT BILLING SUBMISSION.

EXCEPTIONS DESCRIBED ON NOTIFICATION NO. ____________ NOW ELIGIBLE.
REFERENCE:

REMARKS:

RECEIVED
FEB 7 1969
OFFICE OF
STATE HIGHWAY ENGINEER

SIGNATURE	TITLE	DATE
L. R. Backlund	Administrative Manager	February 5, 1969

*STRIKEOVER IF NOT APPLICABLE

U.S. GOVERNMENT PRINTING OFFICE : 1967 OF—268-644

RECEIVED
DEC 11 1968
FOR FILING

SU-466(8)

7323

December 10, 1968

Mr. E. C. Springer
Projects Director
Beaverton School District 48
303 S. W. Erickson
Beaverton, Oregon 97005

2621

Dear Mr. Springer:

Re: Sunset Highway-Beaverton Section
Beaverton-Tigard Highway
Washington County

Reference is made to your letter of December 4 in regard to the proposed structure over the Beaverton-Tigard Highway in the vicinity of the C. E. Mason School.

There will be a sidewalk on this structure, presumably on the north side, that would appear to best fit the pedestrian traffic pattern.

Thank you for your interest.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe - FBK 2621
D. J. Barbee
L. W. Rulien - Enc.

ADO:jp srb

BEAVERTON SCHOOL DISTRICT 48

303 S.W. ERICKSON
BEAVERTON, OREGON 97005
PHONE 292-3526

OFFICE OF THE SUPERINTENDENT

ROBERT N. GOURLEY
SUPERINTENDENT

December 4, 1968

Routing
I Barbee
Hall
A. Olson
Sample
Terpin
Swenson

RECEIVED
DEC 5 1968
DESIGN
DIVISION

Trout T
Wills
Hackleman
Scott
R. Olson
Carstensen

Mr. Donald Trent
State Highway Engineer
Salem, Oregon

RE: The overpass adjacent to C. E. Mason School on the new Beaverton-Tigard Highway

Dear Mr. Trent:

I understand that the planning for the above overpass is not complete at this time and that modifications might still be made.

The new road will seriously hamper the access to the building by the youngsters who live on the north side unless sidewalks are provided on the planned overpass.

I am enclosing a map of District #48 with an outline of the C. E. Mason attendance area in order that you might be more familiar with our problem.

I would appreciate knowing what your reaction is to this suggestion and whether it is a possibility or not.

Sincerely,

Gene Springer

E. C. Springer
Projects Director

ECS fh
Enclosure

RECEIVED
DEC 5 1968
OFFICE OF
STATE HIGHWAY ENGINEER

CHAIRMAN
HENRY G. RUSSELL

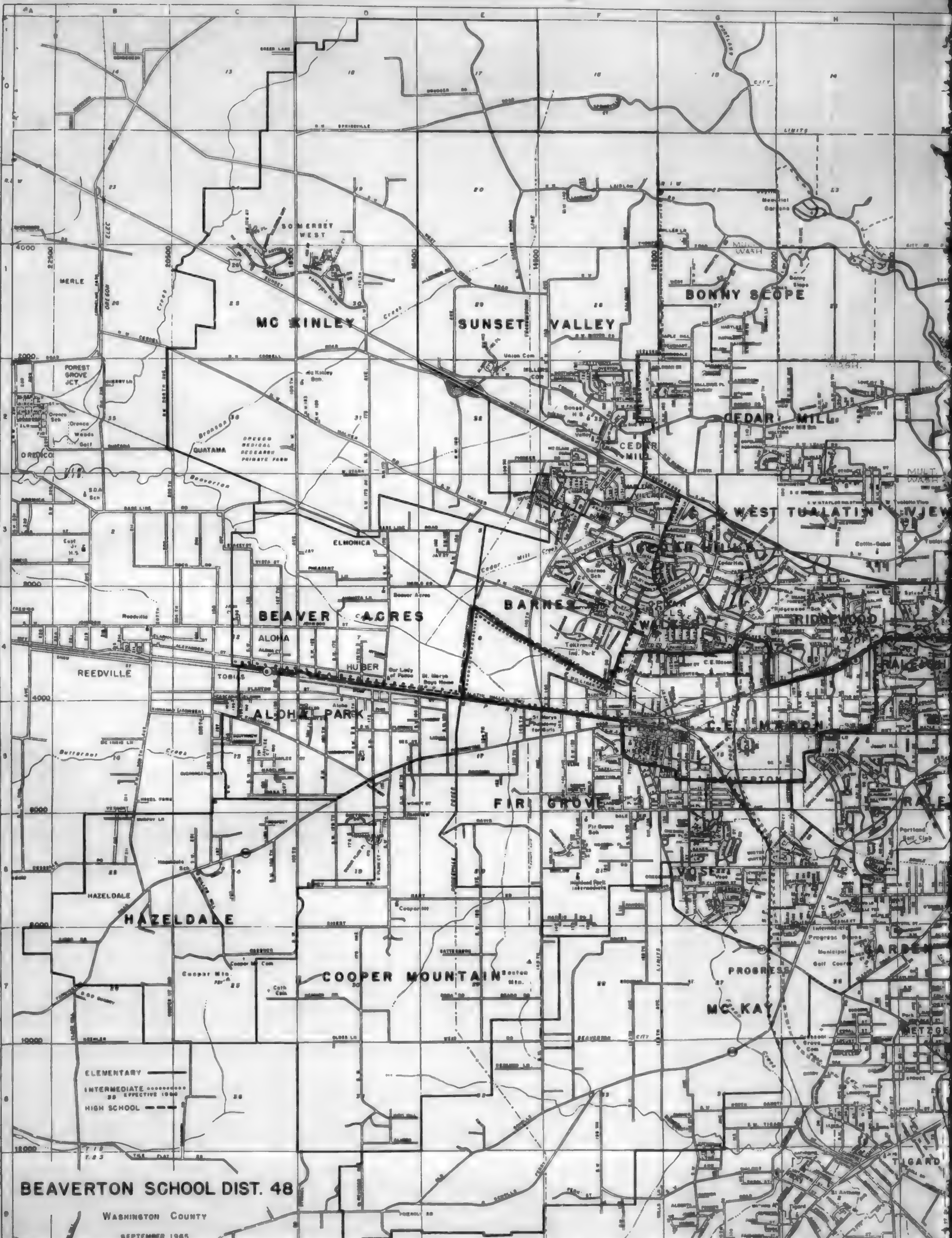
BOARD OF DIRECTORS

GERALD GRAY
JOHN F. CRAMER JR.

ROY E. CHRISTENSEN
ALBERT R. BULLIER JR.

DONALD W. WICHER
ROD A. MOORE

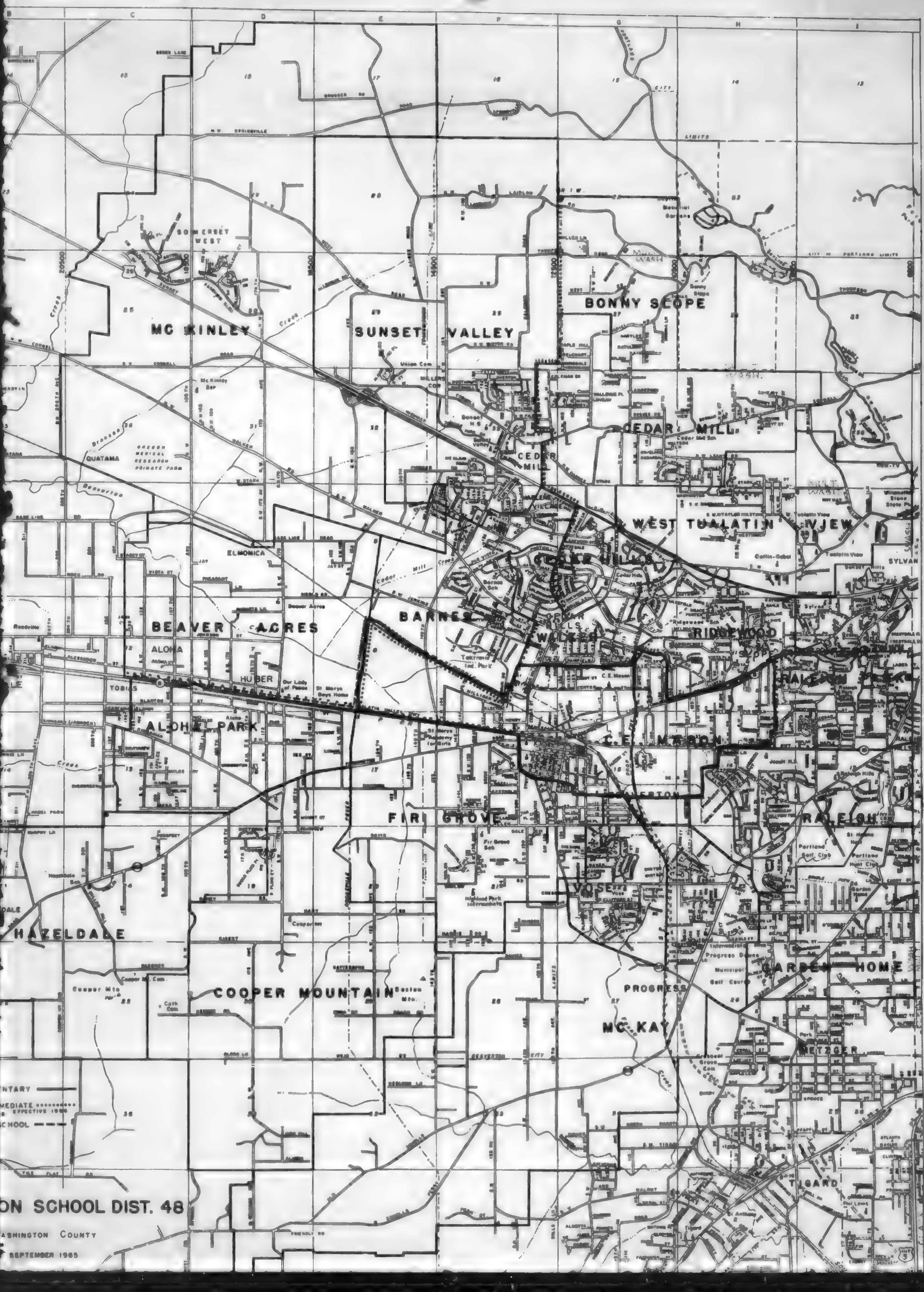
R/D
[illegible]



BEAVERTON SCHOOL DIST. 48

WASHINGTON COUNTY

SEPTEMBER 1965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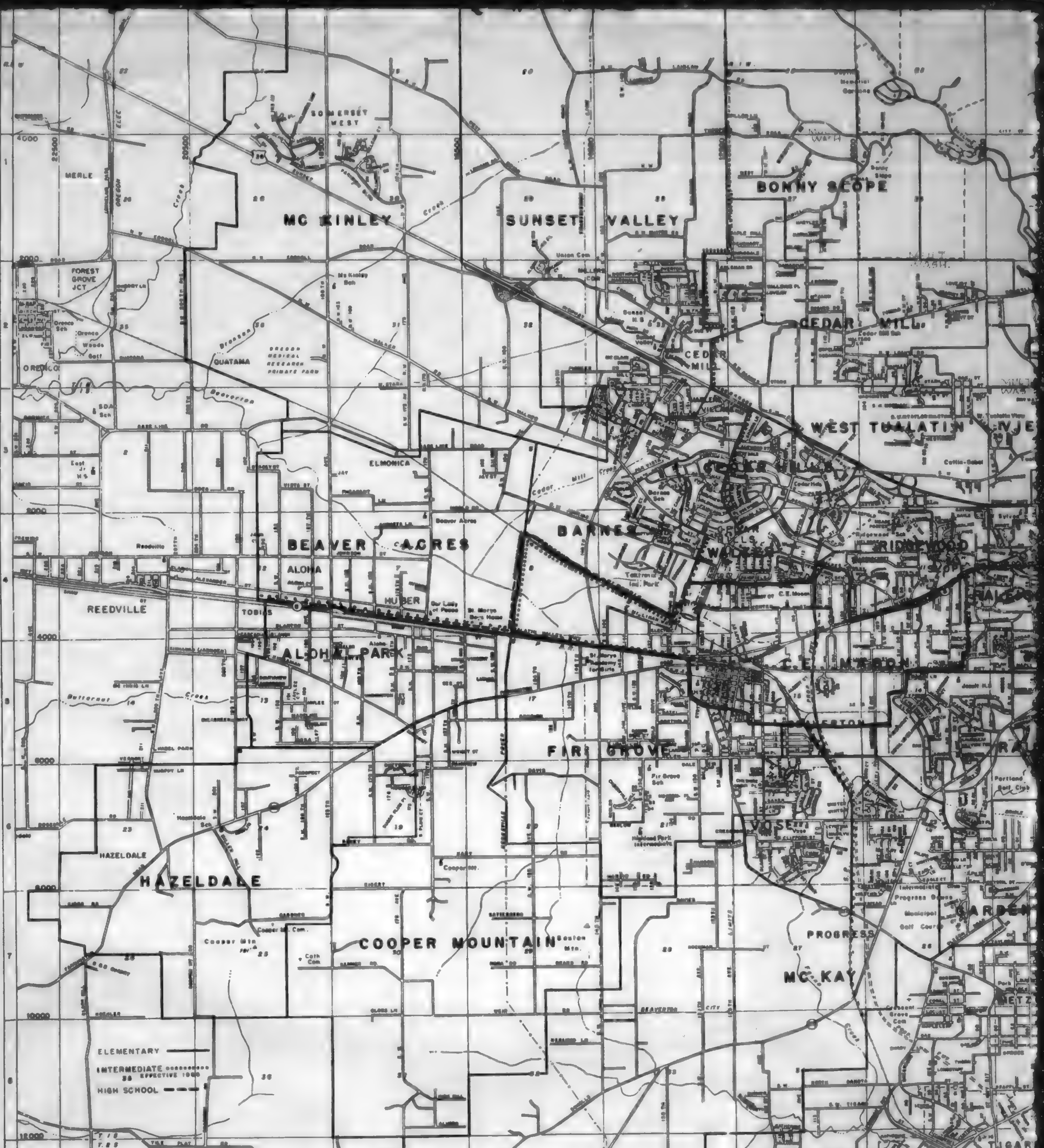
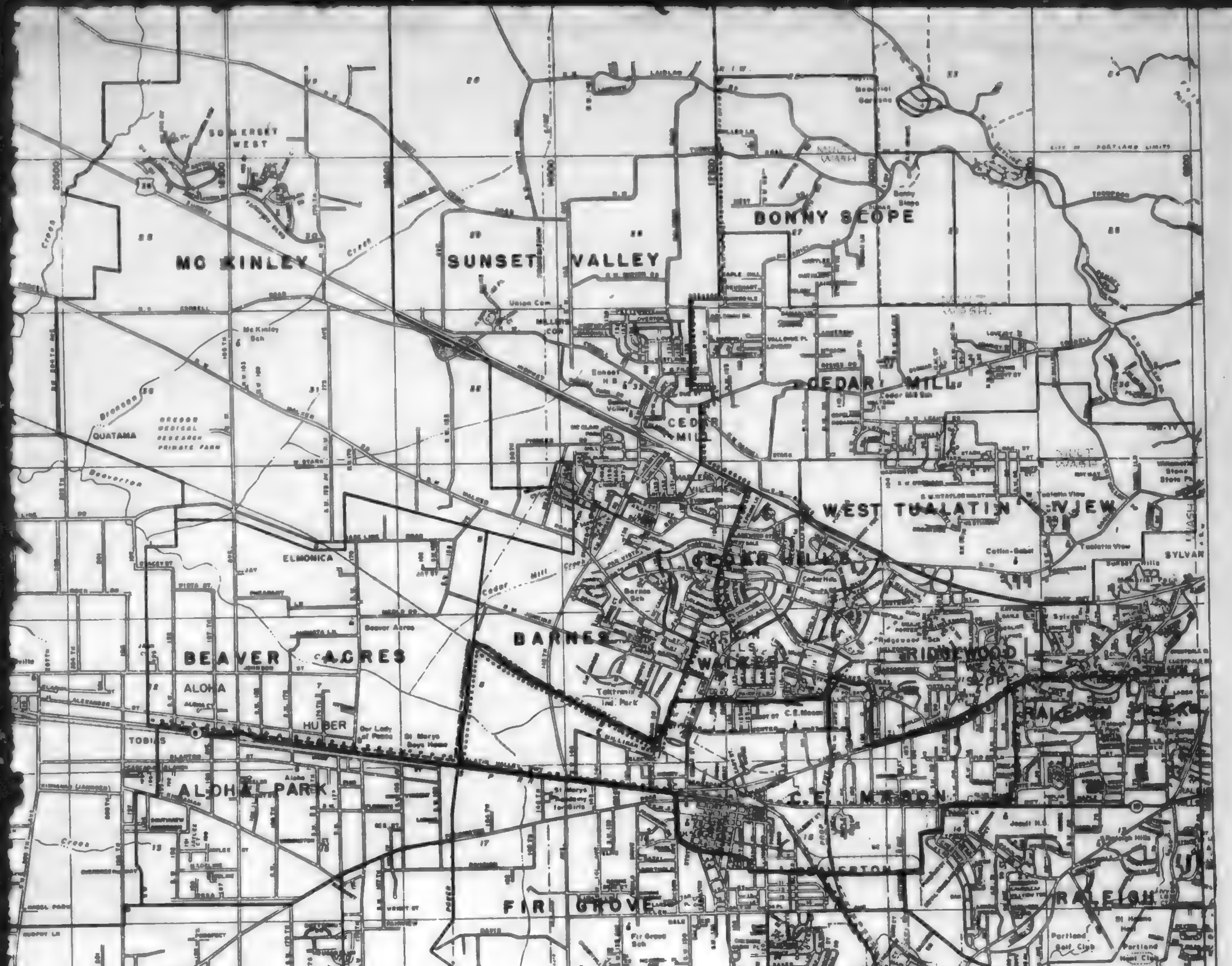
SUNSET VALLEY
BONNY SLOPE
CEDAR MILL
CEDAR MILL
WEST TUALATIN VIEW
CEDAR HILLS
BARNES
WALKER
RIDGEWOOD
BEAVER ACRES
ALOHA
HUBER
RALEIGH PARK
ALOHA PARK
C.E. MASON
FIR GROVE
RALEIGH
VOSE
HAZELDALE
COOPER MOUNTAIN
GARDEN HOME
PROGRESS
MC KAY
METZGER
TIGARD
SOMERSET WEST
QUATAMA
ELMONICA
SYLVAN
Oregon Medical Research Primate Farm
Portland Golf Club
Cooper Mtn
Cooper Mt. Com.
Cath Com.
THE FLAT RD
ENTARY
MEDIATE
EFFECTIVE 1966
SCHOOL
ON SCHOOL DIST. 48
ASHINGTON COUNTY
SEPTEMBER 1965



MAP OF SCHOOL LOCATIONS



MAP OF SCHOOL LOCATIONS

SU-466(8) Sunset Hwy.-Beaverton Sec. 1972
#7323 CONFIDENTIAL

THIS REPORT IS PREPARED IN CONTEMPLATION OF POSSIBLE
LITIGATION AND IS REGARDED AS A PRIVILEGED COMMUNICATION

FORM E-30 (REV. 10-69)

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 25, 1972

To: MEMO TO THE FILES

SUBJECT: Sunset Highway-Beaverton Section
Contract No. 7323
Investigations Available to the
Contractor At Bid

FROM:

Edgar L. Johnsen
Special Studies & Chief Cost Engineer

The subsurface investigations on this project are generally as complete as the other recent highway jobs bid in the Beaverton, Hillsboro and Tigard area. The roadbed adjacent to the business area around the Cedar Hills Shopping Center received a greater than usual amount of testing. Solid rock was encountered in early investigations. Steep rock slopes could save some expensive right of way. Possible property damage from the blasting that could be required was of concern because of the nearby buildings.

As is the practice in soils investigations, representative information from Bridge Section borings and hand borings was accepted as representative of the soil conditions on the remainder of the project.

ELJ:fw
Attach.
cc John A. Bond

SP*62475-734

SUNSET HIGHWAY-BEAVERTON SECTION
CONTRACT NO. 7323

Limits of the Project Sta. 94+05.80 to Sta. 195+00

Extensive cuts exist on nearly all lines from the beginning of the project to Sta. 115.

Since blasting of bedrock near structures was anticipated in this area near the Cedar Hills Shopping Center, the borings were closely spaced.

Between L Station 100 to 114, 40 power auger and hand auger borings were put down to test overburden depths.

In addition, for the start of the job to Station 115, there were 19 borings put down with the core drill on the "L", "C", "G", "E", and "J" Lines.

The Bridge Section had 2 borings on the "A" leg structure #9606,
2 borings on the Parkway structure #9607 and
2 borings on the Wilshire structure #9608

(E = 40 + 19 + 2 + 2 + 2 = 65 borings from start to Station 115)

From Station 115 to Station 143 (Walker Road), the construction is cut and fill. Four borings were put down from Station 121 to 125.

From Station 145 to 148 is a fill area with a suspect foundation. One hand auger boring was put down along with 5 probe explorations.

From Station 149 to Station 160 is the "so-called" SILT CUT.

Two bridge borings were put down on the Center Street structure. Explorations were made at Station 155 near surface which furnished the Typical Base Design Soil on the job. (The Bridge data has HA 5 drilled 10-22-59 at "P" Station 162+50 and 3 lab data reports. Water at 14' and NM much greater than the optimum moisture. It is not known if Region or Resident had this data. It may have been plotted on the cross sections available to the contractor.)

The balance of the job is embankment. There were two borings on Tualatin Valley structure #9611 and two borings on the Beaverton-Hillsdale structure.

5-25-72
ELJ:fw

33
Construction)
3H 3J Profiles
ging Plan
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Directional Measures
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Panels
ulvert
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End Slopes
Details
9

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er & Barricade

1-S-5 Incl.
S-15, S16
? 23216,
24850 Incl.)
Signing

39 Traffic Signals

Structures

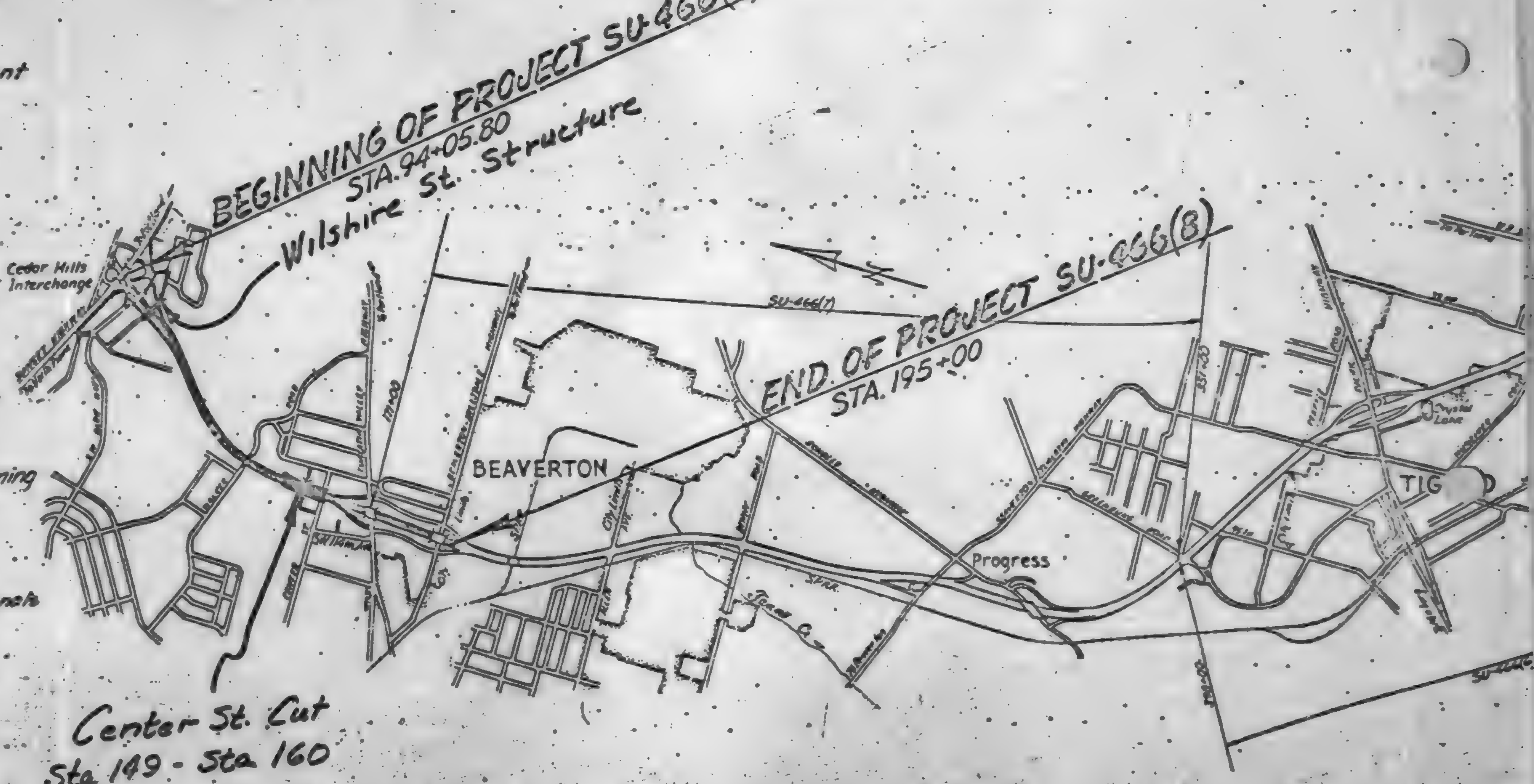
PLANS FOR PROPOSED PROJECT

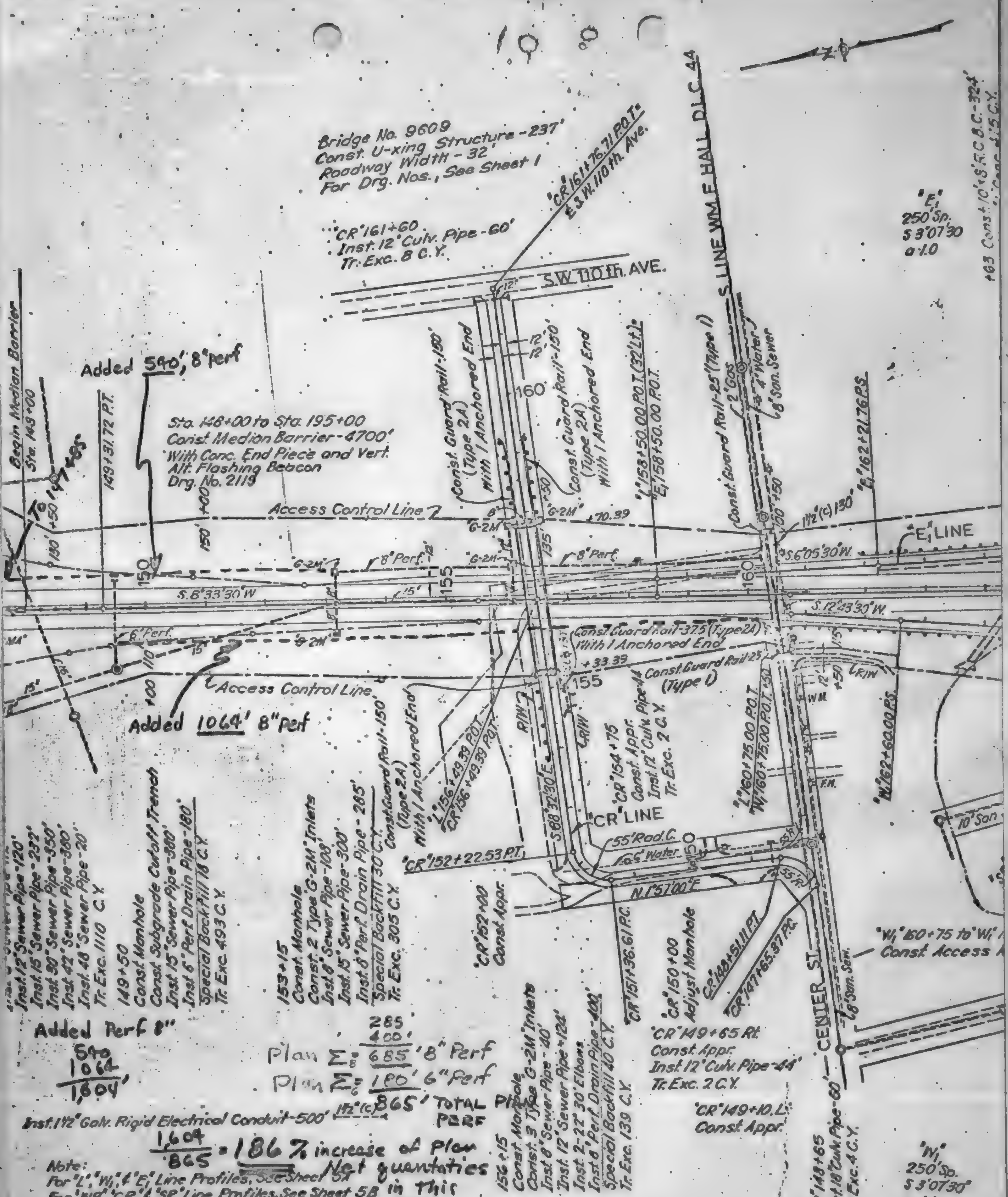
GRADING, PAVING, STRUCTURES & SIGNING

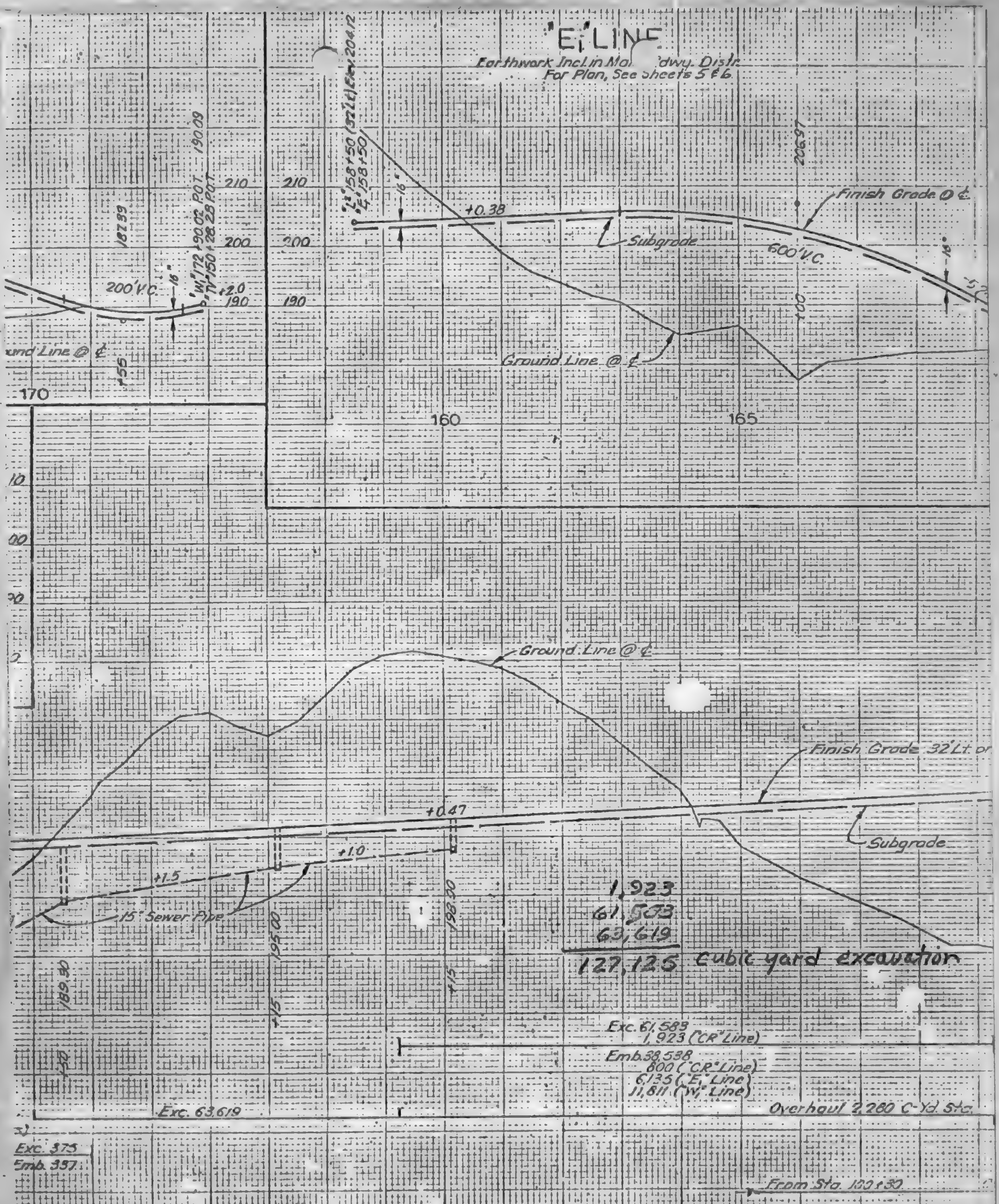
SUNSET HWY.-BEAVERTON SECT

BEAVERTON-TIGARD HIGHWAY

WASHINGTON COUNTY
NOVEMBER, 1969




Bridge No. 9609
Const. U-xing Structure - 237'
Roadway Width - 32'
For Drg. Nos., See Sheet 1
"CR" 161+76.71 P.O.T.
℄ S.W. 110th. Ave.
"CR" 161+60
Inst. 12" Culv. Pipe - 60'
Tr. Exc. 8 C.Y.
S.W. 110th. AVE.
S. LINE WM. E. HALL D.L.C. 44
"E1"
250' Sp.
S 3°07'30
a 1.0
+63 Const. 10' x 5' R.C.B.C. - 324'
Added 540', 8" perf
Begin Median Barrier
Sta. 149+00
To 147+85
149+31.72 P.T.
Sta. 148+00 to Sta. 195+00
Const. Median Barrier - 4700'
With Conc. End Piece and Vert.
Alt. Flashing Beacon
Drg. No. 2119
Const. Guard Rail - 150'
(Type 2A)
With 1 Anchored End
Const. Guard Rail - 150'
(Type 2A)
With 1 Anchored End
"L" 158+50.00 P.O.T. (32' Lt.)
"E1" 158+50.00 P.O.T.
Const. Guard Rail - 25' (Type 1)
2" Gas
4" Water
8" San. Sewer
1½" (c) 130'
"E1" 162+21.76 P.S.
"E1" LINE
Access Control Line
S. 8°33'30" W.
S. 6°05'30" W.
S. 12°43'30" W.
8" Perf.
6" Perf.
G-2M
+70.39
160
155
150
Const. Guard Rail - 37.5 (Type 2A)
With 1 Anchored End
+33.39
Const. Guard Rail - 25
(Type 1)
Access Control Line
Added 1064' 8" Perf
"L" 156+49.39 P.O.T.
"CR" 156+49.39 P.O.T.
R/W
S. 88°32'30" E.
"CR" 154+75
Const. Appr.
Inst. 12" Culv. Pipe - 44
Tr. Exc. 2 C.Y.
"L" 160+75.00 P.O.T.
"W1" 160+75.00 P.O.T.
"W1" 162+60.00 P.S.
10" San
"CR" LINE
55' Rad. C.
6" Water
55' R.
N. 1°57'00" E.
"CR" 152+22.53 P.T.
Inst. 12" Sewer Pipe - 120'
Inst. 15" Sewer Pipe - 232'
Inst. 30" Sewer Pipe - 350'
Inst. 42" Sewer Pipe - 380'
Inst. 48" Sewer Pipe - 20'
Tr. Exc. 1110 C.Y.
149+50
Const. Manhole
Const. Subgrade Cutoff Trench
Inst. 15" Sewer Pipe - 380'
Inst. 6" Perf. Drain Pipe - 180'
Special Backfill 18 C.Y.
Tr. Exc. 493 C.Y.
153+15
Const. Manhole
Const. 2 Type G-2M Inlets
Inst. 8" Sewer Pipe - 108'
Inst. 15" Sewer Pipe - 300'
Inst. 8" Perf. Drain Pipe - 285'
Special Backfill 30 C.Y.
Tr. Exc. 305 C.Y.
Const. Guard Rail - 150'
(Type 2A)
With 1 Anchored End
"CR" 152+00
Const. Appr.
"CR" 151+36.61 P.C.
"CR" 150+00
Adjust Manhole
"CR" 148+51.11 P.T.
"CR" 147+65.37 P.C.
CENTER ST.
8" San. Sew.
"W1" 160+75 to "W1"
Const. Access
"CR" 149+65 Rt.
Const. Appr.
Inst. 12" Culv. Pipe - 44'
Tr. Exc. 2 C.Y.
"CR" 149+10 L.
Const. Appr.
"CR" 148+65
Inst. 18" Culv. Pipe - 60'
Tr. Exc. 4 C.Y.
"W1"
250' Sp.
S 3°07'30"
a 1.0
156+15
Const. Manhole
Const. 3 Type G-2M Inlets
Inst. 8" Sewer Pipe - 40'
Inst. 12" Sewer Pipe - 124'
Inst. 2-22½° 30" Elbows
Inst. 8" Perf. Drain Pipe - 400'
Special Backfill 40 C.Y.
Tr. Exc. 139 C.Y.
Added Perf 8"
540
1064
1,604'
285
400'
Plan Σ8 = 685' 8" Perf
Plan Σ6 = 180' 6" Perf
865' TOTAL Plan PERF
Inst. 1½" Galv. Rigid Electrical Conduit - 500'
1½" (c)
1,604 / 865 = 186% increase of plan
Net quantities in this cut
Note:
For "L", "W1", & "E1" Line Profiles, See Sheet 5A
For "WR", "CR" & "SR" Line Profiles, See Sheet 5B



1,923
61,583
63,619
127,125 cubic yard excavation

S.S.MULLEN CONSTRUCTION

Routing
Kessey
Bond
Johnson
RECEIVED
AY 2 1972
CONSTRUCTION
SECTION
Pease
Glenn
Litchfield
Berg

April 28, 1972

State of Oregon
Division of Highways
Department of Transportation
Highway Building
Salem, Oregon

Attention: Mr. Tom Edwards, State Highway Engineer

Subject: Sunset Highway - Beaverton Section, Contract No. 7323, Silt Cut.

Dear Sir:

As suggested in our recent meeting with you on April 11, 1972, and in a further effort to arrive at a mutual agreement on the silt cut changes, we are herewith revising the amount, described in our letter presentation dated August 23, 1971 (copy enclosed) from $188,766 down to $143,087 as presented herein.

Our original submittal describes the soil conditions and difficulty experienced in the excavation and embankment placement of the material encountered throughout this cut.

The OSHD soils logs available to the Contractor prior to the bid included extensive test borings in almost all cut areas with the notable exception of the Silt Cut section between "L" Line Sta. 149+50 to 160+00. However, this one cut represented approximately 20% of the total net plan excavation quantity. By the fact that borings were not available in the Silt Cut section, it is apparent that the sub-surface conditions in the cut were unknown to the Contractor prior to his bid.

On the basis of our original submittal, and as further summarized on the attachment to this letter, we feel strongly that consideration should be given to an equitable adjustment. Your early review and reply will be appreciated.

cc Johnson

Very truly yours,

S. S. MULLEN CONSTRUCTION

S. S. Mullen, Jr.
President

RECEIVED
MAY 1 1972
OFFICE OF
STATE HIGHWAY ENGINEER

SSM:dls
Enclosure

BOX 3886 • SEATTLE, WASH. 98124 • 220 SOUTH RIVER STREET • (206) 763-2121
A DIVISION OF **MULLEN CORPORATION**

Attachment I
April 28, 1972

SILT CUT REVIEW

1. An unusual condition existed that was not anticipated nor known by either the State or the Contractor.

2. A Contractor has a right to assume that the work can be placed in conformity with the drawings and is entitled to an equitable adjustment if he cannot.

3. A condition of impossible compliance existed. It was a strict impossibility to place the material within the confines of the mass diagram as depicted on the plans and comply with the specifications and special provisions provided in the contract. (Section 102-2.1 last paragraph, 1964 Standard Specs. for Highway Construction, State of Oregon).

   It was further impractical because of extreme unreasonable difficulty and expense to process the material as was the Contractor's only alternative.

4. Contract documents did not contain warnings which would have led an experienced Contractor to realize the actual conditions that existed.

5. The OSHD issued and furnished plans and specifications establishing the design which the Contractor is required to follow; conversely, these plans and specifications are warranted to be adequate and sufficient for the purpose in view.

6. The special provisions notified the prospective bidders that subsurface explorations had been conducted. The interpretation of these logs was the responsibility of the Contractor. However, the provisions proclaimed that subsurface explorations were performed with reasonable care. Had information been in evidence by soils logs in the referenced cut, the Contractor would have then had the opportunity to evaluate the existing condition. Due to the extensive subsurface exploration conducted by the Highway Department and reviewed by the Contractor prior to bid, it was reasonably believed by the Contractor that no unusual condition existed. An anticipated normal condition was therefore reflected in his bid.

7. There are no data or qualifications set forth in the plans, special provisions or Standard Specifications that would indicate to prospective bidders that additional subsurface explorations should be performed by the contractor. In fact, the published information by the Highway Department on subsurface investigations suggests that an adequate exploration had been conducted.

8. If arguments are to be brought forth to give consideration to the 3 logs taken nearest the Silt Cut, then further consideration needs to be given to conditions represented by these logs as summarized below.

First consider that all 3 logs were outside of the actual excavation. Two of these logs were associated with the Center St. Structure and were located on the CR Line 15 ft. left of Sta. 157+65 and 15 ft. right of CR Sta. 155+25 respectively. The other log was located at L Sta. 165+70 (Emb. area). A sample of the material taken from the area of the L Line Sta. 165+70 drill hole was tested by Soil Mechanics & Foundation Engineers, Shannon and Wilson and indicated that although the natural water content to be about 21.3% or 4.5% above optimum, it was well within the range of material moisture content that can be compacted to 95% of the dry density without difficulty. A similar correlation can be made to the CR Line test holes material data.

Soil samples taken from the actual Silt Cut area were also tested by Shannon & Wilson with the results showing the natural water content of this material to be an average of 33% with an optimum water content estimated at about 24% or well above the water content considered applicable for proper placement and compaction.

Our original amount was prepared on the basis of using the unit cost difference between our anticipated cost of 0.349 CY from our actual cost of 1.669 CY or $1.32 x 143,000 CY of material moved.

In conformity with the reasoning and procedures as established on other negotiations, we are herewith adjusting our cost computations by using the difference between our bid unit price of 0.73 CY from the actual cost of $1.669 CY as shown below:

Bid Amount: 126,000 CY Silt Cut Quantity
Extra Work Cost = 126,000 X (1.669 - 0.73) = $118,314

Additional Overruns - Silt Cut Area

15,000 CY General Excavation @ $1.67 CY Cost

1.67 CY Cost - 0.73 CY bid = 0.94

0.94 x 15,000 CY Overrun = $ 14,100

2,100 CY Under Cut @ 1.67 (not paid) = 3,507

Slope dressing rework = 1,000

Drainage

Design amount of 8-inch perforated pipe = 685 LF

Actual amount installed 8-inch perforated pipe = 2307 LF

1622 LF Overrun @ $3.00 = $ 4,866

Spec. Drain Backfill Overrun:
600 CY @ $8.00 = 4,800

Trench Excav. Overrun:
2,500 CY @ $6.00 = 15,000

Overrun Amounts Paid = $24,666

Consider 25% added cost to drainage
Overrun due to adverse conditions:

$24,666 x 25% = 6,166

SUMMARY

General Excavation:		
Extra Cost On Bid Amount		$118,314
Extra Cost On Overrun		14,100
Undercut Material		3,507
Slope Dressing		1,000
Drainage:		
Extra Cost 8-inch Perforated Pipe	$ 4,866	
Extra Cost Special Drain Backfill	4,800	
Extra Cost Trench Excavation	15,000	
Overrun Amounts	$24,666	
25% Added Cost x 24,666		6,166
Final Amount		$143,087

MULLEN CORPORATION

August 23, 1971

281-H-3

COPY

Oregon State Highway Department
5821 N. E. Glisan Street
Portland, Oregon

Attention: Mr. Roy W. Pyle, Resident Engineer

Reference: Project No. SU-466(8)

Subject: Silt Cut, Station 149 + 50 to 160 + 00.

Gentlemen:

Reference is made to past discussions and correspondence concerning soil conditions encountered during the excavation on the referenced project between Stations 149 + 50 and 160 + 00 on the "L" line. The contract plan depicted approximately 125,000 cubic yards of material in this excavation area, all of which was to be moved to immediately adjacent roadway and structure embankments between Station 160 + 50 and 168 + 00. To facilitate the primary flow of material from the major excavation area at the north end of the project to the primary embankment areas at the south end, it was imparative that the excavation of this area be completed at an early date.

When weather permited mobilization of equipment on the project, work started on May 14 and within two days it was discovered that the material in this area was extremely wet and that its character was different than that expected. Excavation met with increasing difficulty and various attempts were made to aerate the material in the hope of drying it sufficiently to support the scrapers and tractors. After much experimentation, tests, and consultation with soil engineers, it was determined that the excavation could only be accomplished with a drag line and the material incorporated into an embankment only by utilizing shallow lifts to provide for sufficient aeration to dry the material. Work continued under difficult conditions until the excavation was substantially completed on September 1, 1970. Where excavation of this cut had originally been scheduled for completion within one month of starting, it was actually not completed until four months after work had begun. Furthermore, due to the instability of the material at subgrade elevation, it was necessary to over-excavate the cut area and backfill with more suitable material.

It is the contention of the contractor that the material and conditions encountered in this excavation area were not as represented by the test logs which the State supplied. The changed nature of this material was not foreseen by the contractor or the State. This is evident by the fact that following completion of the excavation, the contractor was directed to increase drainage substantially over that which had been originally planned: Perforated pipe quantities were increased approximately four times, the quantity of drainage gravel fifteen times, trench excavation six times from that which had been originally designed. Furthermore, the material from this excavation was originally designated to be placed in a 750 feet section of roadway. As a result of the necessity of resorting to shallow lift construction to stablize the material, this same material was ultimately distributed over some 4,000 feet of roadway.

The services of Shannon and Wilson, Inc., were obtained to run tests of the material actually encountered in this excavation. Their report on this material, dated June 23, 1970, describes it as being a non-plastic brown, slightly micaceous, sandy silt with a natural water content substantially higher than that necessary to permit the required 95% compaction. Various methods of attempting to reduce its water content were suggested, with the statement that some type of drying would be necessary before the material could be placed in embankment. The State tests logs showed the material to be mostly a plastic, slightly silty clay. Had this material been encounted, excavation of this cut would have presented no difficulty, and its immediate incorporation into embankment, as designed, would have been possible.

In summary, test logs were provided to the contractor to represent the material in this portion of the project. The material actually found in the cut was not as represented and the cost of its excavation substantially exceeded that which had been budgeted. The time required to complete the excavation was three months longer than scheduled, which adversely affected the overall project. Finally, the unstable condition of the material necessitated over excavation of some 15,000 C.Y.

To compensate the contractor for the extra costs expended in the course of completing the contract, directly resulting from this situation, we request that the contract amount be increased by $188,766.00 and that the completion time for the contract be increased by 93 days. We respectfully request that the attached information supporting this claim be reviewed and that we be advised at the earliest possible date if further action or information is required.

Very truly yours,

MULLEN CORPORATION

Roy S. Brown
Vice President

RSB/ss

Enclosure

bcc: 281 OC
Claim File
RSB
R/F

RECEIVED
APR 18 1972
FOR FILING

THIS REPORT IS PREPARED IN CONTEMPLATION OF POSSIBLE LITIGATION AND IS REGARDED AS A PRIVILEGED COMMUNICATION

7323

CONFIDENTIAL

NOTES ON S. S. MULLEN CLAIM

SUNSET HIGHWAY-BEAVERTON SECTION
CONTRACT NO. 7323

1. Was ratio of rock excavation really the same in 1971 as in 1970? The 1971 excavation was mostly from north end of job which was the rock area. Unless this ratio is the same in both years, the comparison of unit costs is not valid.

2. There would have been a mobilization to start 1971 excavation in any event and the last excavation moved on any job is probably more costly. In other words, it is reasonable to think that 1971 unit costs would have been higher for the last 100,000 cubic yards to move than if there had been no Wilshire change at all.

3. On the "Wage Escalation" item, the contractor apparently assumes that excavation would have been completely done by July 18 and seeks adjustment for the 7 weeks worked after that date (plus some overtime). Total "Exc. Haul R 35" labor costs from June 27, 1971 to August 19, 1971 are $43,813 plus $12,686 or $56,499. The claim is $10,587 which seems high in comparison.

4. What is "equipment usage" factor? It is significant money in cost record.

5. If "silt cut" is not recognized as valid claim should not the silt cut cost be included in deriving an average 1970 unit excavation cost? Why is "silt cut" cost coded separately? If to prepare for a claim the cost on remaining excavation may be coded low.

6. A Price Agreement was in fact signed for the Wilshire change. The contractor now seeks almost twice as much (exclusive of Drake) as additional compensation.

JAB:fw
3-27-72

21-3372 South Newport State Park 1969
on south side of Yaquina Bay.
#7324 (Site grading)

RECEIVED
JUN 2 - 1970
FOR FILING

21-3372
7324

June 1, 1970

General Insurance Co. of America
Portland Service Office
520 S.W. 6th
Portland, Oregon 97204

Gentlemen:

A post-final payment for $4,672.55 will be made to E. A. White Company on Contract No. 7324 for site grading in the South Newport State Park in Lincoln County as soon as the warrant is prepared.

The total amount paid on this contract will be $141,733.55 including the post-final payment. No force account work was performed on this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

aj

cc E. A. White Company
P. O. Box 201
Siletz, Oregon 97380

bc Frank Morgan
Ivan Merchant
V. E. Skoog
Attn: John Herr
R. D. Asburry

NOTED ON CARD
6-1-70

RECEIVED
MAY 13 1970

21-3372
7324

May 13, 1970

General Ins. Co. of America
Portland Service Office
520 S. W. 6th
Portland, Oregon 97204

Gentlemen:

Contract No. 7324 awarded to E. A. White Company for site grading in the South Newport State Park in Lincoln County was completed on February 28, 1970, and accepted by the Highway Commission on May 12, 1970.

Final payment in the amount of $6,720 will be released to the contractor after May 20, 1970. The total contract amount is $137,061 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

aj

cc E. A. White Company
P. O. Box 201
Siletz, Oregon 97380

bc Frank Morgan
Ivan Merchant
V. E. Skoog
Attn: John Herr
R. D. Asburry

c

RECEIVED
MAY 13 1970
FOR FILING

31-3372
7324

May 12, 1970

Oregon State Highway Commission

Gentlemen:

Work was completed February 28, 1970, on Contract No. 7324. The contract was with E. A. White Company and was for site grading on the South Newport State Park Section in Lincoln County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective May 12, 1970, and that you concur in this procedure at the Commission meeting on June 2.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Tom Edwards
F. B. Klaboe
V. D. Wolfe
W. E. Skoog
Ivan Marnhant
F. D. Morgan
L. H. Young
R. D. Asburry

srb sr

21-3372
7324

FORM E-1 (REV. 10-69)
OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: So. Newport State Park
HIGHWAY: - - -
WEEK ENDING: 3 Apr 70
SECTION PREFIX: 21-3372
COUNTY: Lincoln
NAME OF JOB: South Beach Grading
KIND OF WORK: Site Grading
CONTRACTOR: E. A. White Co.
CONTRACT NUMBER: 7324
FEDERAL AID PROJECT NUMBER: State
DATE OF CONTRACT: 15 Dec 69
DATE WORK STARTED: 17 Dec 69
ESTIMATED COMPLETION DATE:
AVERAGE FORCE ON PROJECT FOR THE WEEK: 0
MEN:
SUPERVISION:
SPECIFIED WORK DAYS:
WORK DAYS USED:
SPECIFIED CALENDAR DAYS:
CALENDAR DAYS USED:
SPECIFIED COMPLETION DATE: 28 Feb 70
PERCENT OF TIME ELAPSED: 100
PROJECT AUTHORIZATION: $ 152,544.00
EXCLUSIVE OF ENGINEERING: $ 140,448.00
ENGINEERING AUTHORIZATION: $ 12,096.00
PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 141,733.55
ENGINEERING COST TO DATE: $ 8,000
PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION:
ESTIMATED PERCENT: OVERRUN ~~XXXXXXXX~~ 0.9 %
PERCENT OF AUTHORIZATION: 66 %
DATE PROJECT WAS COMPLETED: 28 Feb 70

Semi-Final Submitted 2 Apr 70

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT) approx	320,000				
TOTAL QUANTITIES CORRECTED TO DATE	386,300				
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	386,300				
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:
None

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	Cloudy			
MONDAY	Clear			
TUESDAY	Clear			
WEDNESDAY	Rain			
THURSDAY	Clear			
FRIDAY	Clear			
SATURDAY				

Routing
Morgan
Decker
Bond
Walker
Boehme
Johnson
Penne
Swan
Glenn
Litchfield
Gallagher
Stein

RECEIVED
APR 6 1970
CONSTRUCTION
DIVISION

BEN [illegible]ORD

NOTED
R. A. [illegible]

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

29 Mar 70 SUNDAY	
30 MONDAY	
31 TUESDAY	
1 Apr 70 WEDNESDAY	
2 THURSDAY	
3 FRIDAY	
4 Apr 70 SATURDAY	

REMARKS

Contractor signed PA # 2 (Fringe benefits) on Tuesday, and required copies mailed to Salem that date.

Semi-final submitted to Salem on Thursday.

THIS IS THE FINAL WEEKLY REPORT ON THIS PROJECT.

SIGNED H. W. Patterson LOCATION Newport

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

RECEIVED
APR 13 1970

FORM E-30,5 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 27, 1970

21-3372
7324

To: H. H. Patterson
RESIDENT ENGINEER

SUBJECT: Fringe Benefits
Site Grading Project
South Newport State Park
Contract 7324

You had four questions about the payrolls E. A. White Company had submitted your office for fringe benefits on the subject project.

1. Three billings were involved, before, during and after the contract period. You should handle only the during billing. You should acknowledge receipt of the before and after billing and forward them to Warren Gaskill for further handling.

2. You indicated the form the billing is submitted on is titled "To Pay Fringe Benefits" and that it lists the personnel involved, their total hours and the rate for the fringe benefits only of 71¢ per hour. The certification on this form lacks a statement clearly saying that these benefits have been paid. There is no objection to this particular form providing you can adequately satisfy yourself as to the hours involved and you do receive a certification clearly stating that these benefits have been paid.

3. You had some questions about verification of time. For instance, the same operator that operated the grader must have also operated the fill cat. Also that the total of 1,000 hours more than the total hours of equipment rental must have been taken up with mechanics, oilers and showup or other type of non-equipment rental pay times. It will be up to you to satisfy yourself about these times.

4. You questioned the payroll tax and contractor's allowance additives. You pointed out that force account form E-385A shows the computation of payroll tax additives before adding the fringe benefits. Since the fringe benefits are actually being paid in the form of wages rather than to a union fund for holding, the payroll tax additive would apply in this case and obviously the contractor should be allowed the contractor's allowance for processing this particular payment.

After you have satisfied yourself about the hours being billed, send White a Price Agreement that can be given further consideration at a higher level than this office. We will not process the Price Agreement until we have the statement certifying payment of these benefits.

It should be noted that the above analysis is strictly by this office other than the part about forwarding the before and after billing to Gaskill which was instructed by Shaw. In other words the balance of it is still subject to further review and concurrence by the Construction office.

R. D. Asburry
DIVISION ENGINEER
by Gerald W. Wimer
Gerald W. Wimer
ASST. DIVISION ENGINEER

RECEIVED
MAR 31 1970
OFFICE OF
STATE HIGHWAY ENGINEER

GWW/cg
cc: L. P. Shaw ✓
Warren Gaskill
F. D. Morgan

FORM 2-90 (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 20, 1970

To: F. D. Morgan
CONSTRUCTION ENGINEER

SUBJECT: Assignment No. 3296-FBK & 807-M
Payment of Fringe Benefits by Contractor
South Newport State Park
Lincoln County
Contract No. 7324 - Prefix 21-3372

This office was contacted by members of the front office, also by you, inquiring if the contractor on the subject contract had paid the required fringe benefits as required by law passed by the last legislature. Being unfamiliar with this law, this office had not previously checked on this matter but did know that the contractor was non-union.

Members of the contracting firm were contacted as stated in my Memo to the File dated March 4, 1970, see attached copy, wherein it was determined that the Company had not paid these fringe benefits. This information was passed on by a copy of said Memo to your office and to Mr. Klaboe's office.

A few days later this office got word that we were to see that the Company paid these fringe benefits and that we would reimburse the Company for the payment of said fringe benefits by a Price Agreement method. This Price Agreement being justified by the fact that we did not specify in the special provisions that these fringe benefits had to be paid.

The Company was notified by letter dated March 11 that the fringe benefits had to be paid to conform with State law. They were also informed that they would be reimbursed in this amount by Price Agreement method. See attached copy of letter to contractor E. A. White Company, P. O. Box 201, Siletz, Oregon.

We have heard nothing more from the Company regarding this matter than above indicated.

R. D. Asburry
R. D. Asburry
DIVISION ENGINEER

RDA/cg

Routing
1 Morgan
Decker
Bond
Walker
Boehme
Johnson

RECEIVED
MAR 23 1970
CONSTRUCTION
DIVISION

Pease E
Swan
Glenn
Litchfield
Gallagher
[illegible]

312

March 11, 1970

E. A. White Company
P. O. Box 201
Siletz, Oregon 97380

Subject: Payment of Fringe Benefits
South Newport State Park
Site Grading
Lincoln County
Contract No. 7324

Gentlemen:

In regards to the subject matter, please find attached a copy of Chapter 369, Oregon Laws 1969. To comply with this, we must insist that fringe benefits as stated in this Chapter be paid on the subject contract.

Also attached for your information is a copy of the Schedule of Minimum Hourly Wage Rates for the various classes which also includes the amount of the fringe benefits for the various trades.

As this is a requirement by law and your attention was not called to it in the Special Provisions on this project, the State Highway Division will reimburse you these costs on a Price Agreement basis.

For the preparation of the Price Agreement and to validate payment of the Price Agreement it will be necessary for you to submit a copy of your complete payrolls wherein it is shown that these fringe benefits have been paid. As the Resident Engineer on this project, H. H. Patterson, will have to prepare the Price Agreement, copies of the above mentioned payrolls should be submitted to his office. Upon receipt of them, he will prepare the Price Agreement.

Should you have any questions regarding this, please feel free to contact this office.

Very truly yours,

R. D. Asburry
DIVISION ENGINEER

NOTED
GERALD WIMER

bc: F. D. Morgan
H. H. Patterson

RDA/cg
Attach.
cc: White Bros. Const. Co., Inc., Walla Walla, Washington

FORM 2-90-X (12-67)

REFERRED TO
Porter
By Asst. State Hwy. Engr.
Info

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
March 4, 1970

To: MEMO TO THE FILE

SUBJECT: Payment of Fringe Benefits
South Newport State Park
Site Grading
Contract No. 7324

On the afternoon of March 3, Asst. State Highway Engineer Klaboe contacted me regarding the status of the inquiry as to whether or not the contractor on the subject project had paid the required fringe benefits in accordance with a recent State statute.

Mr. Klaboe was advised that we had asked the contractor for a certified copy of their payroll to ascertain this. The contractor has not as yet supplied the certified copy of his payroll and is somewhat reluctant in this and thus not being in a hurry to do it. Mr. Klaboe asked that I expeditiously pursue this matter to determine as soon as possible if, or if not, these fringe benefits had been paid by the contractor.

I endeavored to contact the contractor, Mr. E. A. White, between the hours of 4:00 and 5:00 P.M. but was unsuccessful. At approximately 7:30 P.M. I was successful in contacting him and he informed me that he was not sure. He doubted if they had stating that all he did in this regard was deliver the time record of work to the Walla Walla office who in turn prepared all the payrolls and mailed out the payroll checks. As for the certified copy of the payroll, he would pursue this but first wanted to talk to the President of the Company, Mr. O. A. White.

March?

The morning of February 4 I contacted by phone the Walla Walla office. The only person available to talk to was the bookkeeper who stated that the questionable fringe benefits had not been paid and that she was unaware of such a State law. She also stated that she could do nothing in this regard until the President of the Company, Mr. O. A. White, returned which would be next Monday.

I expressed to her the urgency of expediting this. She said she would endeavor to get in touch with Mr. O. A. White as soon as possible, pose the problem to him and that she was sure that if this was a State law that the fringe benefits would be paid in accordance with the law. She also indicated she would do all she could to expedite this matter so that the contraversy could be settled at as early a date as possible. She promised to get a certified copy of the payroll in the mail to this office the same date I talked with her.

ORIGINAL SIGNED BY R. D. ASBURRY

R. D. Asburry
DIVISION ENGINEER

NOTED
F. B. KLABOE

RECEIVED
MAR 5 1970
OFFICE OF
STATE HIGHWAY ENGINEER

RDA/cg

cc: F. B. Klaboe ✓
F. D. Morgan
H. H. Patterson

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

March 4, 1970

Mr. Russ Joy, Financial Secretary
  and Business Manager
Local 701, International Union of
  Operating Engineers
1529 S. W. 12th Avenue
Portland, Oregon 97201

Dear Mr. Joy:

Since our meeting on February 25, we have made a rather thorough check of the specified wage rates on nonfederal-aid construction and find that through oversight, fringe benefits were overlooked in at least one situation. We are making further investigation and if, in effect, the workmen on the project have not received the benefits to which they are entitled, adjustment will be made with the contractor to insure that the matter is corrected.

I am very appreciative of your calling this to our attention and hope that if similar or other problems arise in the future, you will not hesitate to make your thinking known to us.

Very truly yours,

Original signed
Forrest Cooper

Forrest Cooper
State Highway Engineer

cc: R. L. Porter
    F. B. Klaboe
    Lloyd P. Shaw
    V. D. Wolfe

NOTED
F.B. KLABOE

Oregon State

Building and Construction Trades Council

PORTLAND LABOR CENTER
PHONE 224-1828
201 S.W. ARTHUR STREET, PORTLAND, OREGON 97201

AFFILIATED WITH BUILDING TRADES DEPARTMENT
AFL-CIO

Porter

February 27, 1970

B/up
~~3/10~~
3/16

Weaver
See me please

Mr. Norman O. Nilsen
Oregon State Commissioner of Labor
State Office Building
1400 S.W. 5th
Portland, Oregon

Dear Commissioner Nilsen:

On Wednesday, February 25, 1970 Mr. Russ Joy of Operating Engineers, Local #701, Mr. Neil Vermeer of the Oregon District Council of Laborers and myself had a meeting with the State Highway Commissioners and Mr. Fulton, Dept. of Transportation.

We were astounded to find that the State Highway Dept. in their bid specifications were not adhering to the Oregon State Law on the prevailing rate of wage on public works. I refer specifically to ORS Chapter 369, 1969.

We checked Contract #7324, South Newport State Park in Lincoln County; date of award was December 15, 1969. The wage rates listed in the specifications did not include "fringe benefits." We therefore must assume that all projects bid since July 1, 1969 have been in violation of existing law.

I respectfully request that you make an immediate investigation into all contracts let by the State Highway Dept., including their subordinate departments, and take positive action to see that the Oregon Law regarding prevailing wages on public works is enforced.

An early reply will be much appreciated.

Very truly yours,

Robert L. Stanfill
Executive Secretary

RLS/bh
poeu #11
CC: Attorney General Lee Johnson
Mr. Fulton
Mr. Cooper
Mr. Russ Joy
Oregon State District Council of Laborers

RECEIVED
MAR 2 1970
OFFICE OF
STATE HIGHWAY ENGINEER

INTERNATIONAL UNION OF OPERATING ENGINEERS/LOCAL 701
Affiliated with AFL-CIO
1529 S.W. 12th AVENUE • PORTLAND, OREGON 97201 • TELEPHONE (503) 226-3551

RUSS JOY
Financial Secretary and Business Manager

Porter

February 27, 1970

Governor Tom McCall
Governor of Oregon
207 State Capitol
Salem, Oregon 97310

Dear Sir:

I would like to take this opportunity to express to you our appreciation for your consideration to the problem expressed in my letter to you of February 2, 1970. I also appreciate your effort in arranging a meeting for us with Mr. John Fulton, Director of the Department of Transportation and Mr. Forest Cooper, State Highway Department and other personnel of his staff.

Both Mr. Fulton and Mr. Cooper were cordial to us and gave us the opportunity to present our position for their consideration. It is our opinion that this meeting was very beneficial and again I would like to personally thank you for your efforts in arranging it in our behalf.

If we can ever be of any help to you or people of your staff, please feel free to call upon our office.

With best regards, I remain

Sincerely yours,

Russ Joy

Russ Joy
Financial Secretary
and Business Manager
Local No. 701

NOTED
R. L. PORTER

RECEIVED
MAR 2 1970
OFFICE OF
STATE HIGHWAY ENGINEER

RJ:le
CC: Mr. John Fulton
Mr. Forest Cooper ✓

Jurisdiction of State of Oregon and 5½ Southwest Washington Counties

Member Western States Conference of Engineers

RECEIVED
JAN 9 - 1970

FOR FILING

21-3372
7324

January 8, 1970

E. A. White Co.
P. O. Box 201
Siletz, Oregon 97380

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract No. 7324 for site grading in the South Newport State Park in Lincoln County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]
Enclosure

cc: General Insurance Company of America
D. J. Barbee
F. D. Morgan
I. D. Merchant
David Talbot
R. D. Asburry
H. H. Patterson

RECEIVED
DEC 16 1969
FOR FILE

21-3372
7324

December 16, 1969

E. A. White Co.
P. O. Box 201
Siletz, Oregon 97380

Gentlemen:

Enclosed are three copies of Contract No. 7324 for $134,400.00 awarded to you by the State Highway Commission on December 15, 1969. This contract is for site grading in the South Newport State Park in Lincoln County.

Two of these copies should be signed on the contract and bond pages and returned to this office for completion. Please follow exactly the instructions given on the blue slip attached to the contract.

The third copy of the contract stamped "Advance Copy to be Retained by Contractor" is furnished for your information pending receipt of a fully executed copy.

The completion date on this contract is February 28, 1970.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

er
Enclosures

bc: F. D. Morgan
D. J. Barbee
I. D. Merchant
William Geibel (SAIF)
R. D. Asburry
H. H. Patterson
David Talbot

RECEIVED
DEC 31 1969
FOR FILING

21-3372

7324

Salem, Oregon
December 15, 1969

Memo to File

3j

On this date, Chairman Jackson approved the award of the site grading project at the South Newport State Park in Lincoln County for which bids were received on December 12 to E. A. White Company, Walla Walla, Washington.

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
Forrest Cooper
Tom Edwards
Lloyd P. Shaw
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
I. D. Merchant
V. E. Skoog
D. J. Barbee

md

RECEIVED
DEC 16 1969
~~FOR FILING~~

21-3372
7374

Approved 2:54 PM by Glenn L. Jackson - Forrest Cooper
12/15/69

December 12, 1969

Oregon State Highway Commission

Gentlemen:

Your concurrence in the Engineer's recommendation on the following project, for which bids were received on December 12, 1969, is requested:

1. Site grading at the South Newport State Park in Lincoln County. State Project. Twelve bids were received. The Engineer recommends award to the low bidder, E. A. White Company, Walla Walla, Washington, in the amount of $134,400.00. The Engineer's estimate was $156,000.00.

I will call the Chairman for approval after you have had time to study the bids.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Tom Edwards
F. B. Klaboe
L. P. Shaw
L. H. Young
F. D. Morgan
I. D. Merchant
V. E. Skoog
D. J. Barbee

VB:la

103-1119 Dartmouth Rd. at 82nd Drive 1969
on Clackamas Hwy., N. of Gladstone
#7325 (Traffic signal)

CIH 3854

RECEIVED
OCT 8 - 1970
FOR FILING

103-1119

7325

October 7, 1970

General Insurance Co. of America
Portland Service Office
520 S. W. 6th Avenue
Portland, Oregon 97204

Gentlemen:

On October 6, 1970, we wrote to you concerning release of final payment on Contract No. 7325 awarded to Graham Electric Company for a traffic signal installation on the Dartmouth Road at 82nd Drive of the Clackamas Highway in Clackamas County.

Final payment on this contract is $1,341.69 and the total contract amount is $24,970.85, including $153.65 for work performed under force account.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

kl

cc Graham Electric Company
311 N. W. Broadway
Portland, Oregon 97209

bc R. L. Schroeder
Frank Morgan
Ivan Merchant
V. E. Skoog
Attn: John Kerr

RECEIVED
OCT 7 - 1970
FOR FILING

163-1119
7325

October 6, 1970

General Insurance Co. of America
Portland Service Office
520 S. W. 6th Avenue
Portland, Oregon 97204

Gentlemen:

Contract No. 7325 awarded to Graham Electric Company for a traffic signal installation on Dartmouth Road at 82nd Drive of the Clackamas Highway in Clackamas County, was completed July 24, 1970, and accepted by the Highway Commission on October 5, 1970.

Final payment will be released to the contractor as soon as payment processing can be completed, but not before October 13, 1970.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

kl

cc Graham Electric Company
911 S. W. Broadway
Portland, Oregon 97209

bc L. W. Rulien
Frank Morgan
Ivan Merchant
V. E. Skoog
Attn: John Kerr

RECEIVED
OCT 5 - 1970

FOR FILING

103 - 1119
7325

October 5, 1970

Oregon State Highway Commission

Gentlemen:

Work was completed July 24, 1970 on Contract No. 7325. The contract was with Graham Electric Company for a traffic signal installation on the Dartmouth Road and 82nd Drive Section of the Clackamas Highway in Clackamas County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective October 5, 1970 and that you concur in this procedure at the Commission meeting on November 24.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

R. L. Porter
State Highway Engineer

cc: Floyd Query
Tom Edwards
A. E. Johnson
Victor D. Wolfe
F. D. Morgan
I. D. Merchant
V. E. Skoog
L. H. Young
L. W. Rulien

VG:fw

103-1119
7325

FINAL WEEKLY REPORT

FORM E-1 (REV. 12-66)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Dartmouth Road at 82nd Drive

WEEK ENDING: August 29, 1970

SECTION PREFIX: 103-1119

HIGHWAY: Clackamas

COUNTY: Clackamas

NAME OF JOB: Dartmouth Road at 82nd Drive

KIND OF WORK: Traffic Signal Installation

CONTRACTOR: Graham Electric Co.

CONTRACT NUMBER: 7325

FEDERAL AID PROJECT NUMBER: State

DATE OF CONTRACT: January 19, 1970

DATE WORK STARTED: May 18, 1970

ESTIMATED COMPLETION DATE:

AVERAGE FORCE ON PROJECT FOR THE WEEK:

MEN: SUPERVISION:

SPECIFIED WORK DAYS:

WORK DAYS USED:

SPECIFIED CALENDAR DAYS: 240

CALENDAR DAYS USED: 176

SPECIFIED COMPLETION DATE:

PERCENT OF TIME ELAPSED: 73

PROJECT AUTHORIZATION: $ 27,319.70

EXCLUSIVE OF ENGINEERING: $ 24,933.70

ENGINEERING AUTHORIZATION: $ 2,386.00

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 25,321.80

ENGINEERING COST TO DATE: $ 2,572.71

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100

ESTIMATED PERCENT OVERRUN ~~UNDERRUN~~: 2.1 %

PERCENT OF AUTHORIZATION: 108 %

DATE PROJECT WAS COMPLETED: July 24, 1970 Semi-Final will be submitted 8-28-70

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

None

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	Signals							
PERCENT	100							

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY 8-23	Fair	0		
MONDAY 8-24	Cldy AM Fair	0		
TUESDAY 8-25	Cldy AM Fair	0		
WEDNESDAY 8-26	Cldy AM Fair	0		
THURSDAY 8-27	Ptly Cldy	0		
FRIDAY 8-28	Cldy Mild	0		
SATURDAY 8-29		0		

Routing
Morgan
Decker
Bond B
Walker
Boehme
Johnsen

RECEIVED
SEP 2 1970
CONSTRUCTION DIVISION

BEN GIFFORD

RECEIVED
AUG 31 1970
BRIDGE DIVISION

Swan
Stein

NOTED
R. D. CHURCH

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY 8-23	No activity all week.
MONDAY 8-24	
TUESDAY 8-25	
WEDNESDAY 8-26	
THURSDAY 8-27	
FRIDAY 8-28	
SATURDAY 8-29	

REMARKS

Status

Project completed on July 24, 1970, signals in operation

SIGNED Rodriguez LOCATION Aloha

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT [illegible] COPIES

RECEIVED
FEB 2 - 1970
FOR FILING

103-1119
7325

January 30, 1970

Graham Electric Co.
311 N.W. Broadway
Portland, Oregon 97209

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract No. 7325 for traffic signal installation on Dartmouth Road at 82nd Drive on the Clackamas Highway in Clackamas County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

er
Enclosure

cc: General Insurance Co. of America
F. D. Morgan
D. J. Barbee
I. D. Merchant
L. W. Rulien
Enrique Rodriques

RECEIVED
MAR 5 - 1970
FOR FILING

10:3 - 1119

7325

January 19, 1970

Graham Electric Co.
311 N.W. Broadway
Portland, Oregon 97209

Gentlemen:

The State Highway Commission on December 23, 1969, accepted your proposal for a traffic signal installation on Dartmouth Road at 82nd Drive on the Clackamas Highway in Clackamas County for the sum of $43,760 and referred it to the State Highway Engineer with authority to award the contract as soon as approval of Clackamas County was received and the sum of $13,602 was deposited by the County.

Those conditions were fulfilled and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 7325.

Enclosed are three copies of this contract. Two of these copies should be signed on the contract and bond pages and returned to this office for completion. Please follow exactly the instructions given on the blue slip attached to the contract.

The third copy of the contract stamped "Advance Copy to be Retained by Contractor" is furnished for your information pending receipt of a fully executed copy.

The calendar day count on this contract will begin January 30, 1970.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

er
Enclosures

bc: Pacific Builder & Engr., Inc., Seattle, Wash.
Daily Journal of Commerce, Seattle, Wn., & Portland, Ore.
F. D. Morgan
I. D. Merchant
D. J. Barbee
William Geibel (SAIF)
L. W. Rulien
Enrique Rodriques

RECEIVED
DEC 29 1969
FOR FILING

103-1119
7325

December 23, 1969

Clackamas County Board
of County Commissioners
County Courthouse
Oregon City, Oregon 97045

Gentlemen:

On December 18 bids were opened for the traffic signal installation at the intersection of the Clackamas Highway and 82nd Drive in Clackamas County.

The low bid was $23,760. Engineering and contingencies are estimated to cost $3,445. Thus, the total estimated cost of the installation at this time is $27,205.

If you will submit the County's check for $13,602, we will proceed to award the contract.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. B. Crandall
H. S. Cox
L. W. Rulien

VPJ:ji ja

RECEIVED
DEC 24 1969

FOR FILING

103-1119
7325

H O

November 21, 1969

11-18-69

Mr. Bernard L. Straight
Traffic Engineer
Director of Public Works
Clackamas County
902 Abernethy Road
Oregon City, Oregon 97045

7857
7998

MISC. CONTRACTS and
AGREEMENTS No. 3854

Dear Mr. Straight:

Attached for your records is a fully executed copy of an agreement for installation of traffic signals at the intersection of the Clackamas Highway and 82nd Drive.

We have retained a fully executed copy of this agreement for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn
Attachment

cc F. B. Crandall
(conformed agreement attached)

RECEIVED
OCT 6 - 1969
FOR FILING

103-1119
7325

October 3, 1969

7198

Oregon State Highway Commission

Gentlemen:

An agreement has been executed with Clackamas County for the installation of traffic signals at the intersection of the Clackamas Highway and 82nd Drive.

This agreement provides that the State shall do the work, with the County agreeing to pay one-half the cost, maintain the installation, and pay for electrical energy. The total estimated cost of this installation is $25,000; the State's share ($12,500) to be taken from State Construction Funds.

I recommend your approval to finance this project from State Construction Funds and request authority for the Secretary to sign the agreement for and on your behalf.

This matter will be on the agenda for your consideration at the November 18 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Tom Edwards
V. D. Wolfe
F. B. Crandall
E. S. Hunter
V. E. Skoog
H. S. Cox
J. J. Gix
L. W. Rulien

VPJ:njc sr

SU-458(2) Linwood Ave. at King Road 1969
(Milwaukie), FAS-133
#7326 (Traffic signal install.)

SU-458(2) Linwood Ave. at King Road 1969
(Milwaukie), FAS-133
#7326 (Traffic signal install.)

CYA 3849

OREGON STATE HIGHWAY DEPARTMENT

FORM A-190 (3-64)

HIGHWAY DEPARTMENT INVOICE

NO. 109067

RECEIVED
COUNTY & CITY SECTION
MAY 12 1972
☑ ENGR. ☑ COORD. ☐ DE ☐ AE ☑ RE
☒ UPE ☑ SP ☐ BE ☑ UPE ☐

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
5-11-72	OC 1955		503-1006-297

Contract 7326
SU- 458(2)

Clackamas County
Board of Commissioners
Oregon City, Oregon 97045

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Attention: John McIntyre			
Final Billing: Linwood Avenue & King Road, FAS 133. Traffic Signal. Covered by agreement dated September 30, 1969.			
County Advance Deposit		3,100.00	
Amount previously transferred		2,100.00	
			1,000.00
County share of construction costs		2,856.39	
Amount previously transferred		2,100.00	
			756.39
To be refunded			243.61

ACKNOWLEDGMENT OF BILLING REQUEST
Cash Received with Request: $________________
By________________________

STATE COPY

Monthly transaction number 12 - 12	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION Bureau of Public Roads	State Oregon
Project report number 8	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Clackamas
Modification number 1	(PPM 21-7) 11-22-71	Project number SU-458(2)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on January 15, 19 70, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 14,726.00	$ 15,083.04
Federal funds	$ 9,350.00	$ 9,585.27
Other revisions		

This modification is made for the following reasons:

Based on Final Voucher

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 22nd day of November, 19 71.

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

Oregon State Highway Division
(Official name of Highway Department)

By ____________________

Assistant State Highway Engineer
(Title)

By ____________________

____
(Title)

By ____________________

____
(Title)

By L R Backlund
(Division Engineer)
for R. E. Simpson

Form PR-2A (Rev. 4-70) Existing stocks of Form PR-2A (Rev. 10-68) will be used.

STATE COPY

C

Approved; Budget Bureau No. 04-R2089.1

MONTHLY TRANSACTION NO. 2-8	FO. PR-2 (REV. 9-69) U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION BUREAU OF PUBLIC ROADS	ATE Oregon
PROJECT REPORT NO. 3	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)* 1-28-70	COUNTY Clackamas PROJECT NO. [illegible]-158(2)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Linwood Avenue at King Road (Milwaukie) of FAS 133

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		▨
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		▨
CONSTRUCTION	11-25-69	0.00
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 14,726	$ 9,350.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Department)

By

Assistant State Highway Engineer

By

(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
Federal Highway Administration
Bureau of Public Roads

By
(Division Engineer)

For: R. E. Simpson

Date executed by Division Engineer January 28, 1970

EXISTING STOCKS OF PR-2 (REV. 3-66) WILL BE USED

Oregon State Highway Division

Federal Aid
Project No. SU-458(2)

LINWOOD AVE. AT KING RD. (MILWAUKIE)

OF FAS 133 IN CLACKAMAS COUNTY

Project agreement estimate.

Salem, Oregon, January 15, 1970

Type Code Y031
Traffic Signals (Contract No. 7326)

Temporary Protection and Direction of Traffic	All Required	$ 250.00
Traffic Signal Installation, Complete	All Required	13,038.00
		$13,288.00
Flagging (60% of contractor's cost)	All Required	$ 100.00
	Subtotal	$13,388.00
	10% Engr. & Cont.	1,338.00
	Total	$14,726.00

Length of Project - - 0.00 mile

Summary of Funds

Federal Funds		$ 9,350.00
State Funds		2,688.00
County Funds		2,688.00
	Total Cost	$14,726.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Group 1 - 100%

Prefix 503-1006

RECEIVED
JUN 28 1971

FOR FILING

SU-458(2)
7326

June 28, 1971

United Pacific Insurance Co.
Fidelity & Surety Department
P. O. Box 1216
Tacoma, Washington 98401

Gentlemen:

On June 23, 1971, we wrote to you concerning release of final payment on Contract No. 7326 awarded to Steeck Electric Company for work on Linwood Avenue at King Road in Milwaukie on FAS 133 in Clackamas County.

Final payment on this contract is $564.40 and the total contract amount is $13,013.67, including $185.67 for work performed under force account.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

ses

cc Steeck Electric Co.
P. O. Box 1243
Medford, Oregon 97501

bc Frank Morgan
Ivan Merchant
L. W. Rulien
V. E. Skoog
Attn: John Herr

RECEIVED
JUN 23 1971
FOR FILING

SU-458(2)
7326

June 21, 1971

Oregon State Highway Commission

Gentlemen:

Work was completed August 5, 1970 on Contract No. 7326. The contract was with Stoeck Electric Company and was for a traffic signal installation on the Linwood Avenue at King Road (Milwaukie) Section of FAS 133 in Clackamas County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective June 21, 1971 and that you concur in this procedure at the Commission meeting on July 27, 1971.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

R. L. Porter
State Highway Engineer

cc: Floyd Query
Tom Edwards
A. E. Johnson
V. D. Wolfe
F. D. Morgan
I. D. Merchant
V. E. Skoog
L. H. Young
L. W. Rulien

VG:fw

COUNTY OF CLACKAMAS
DEPARTMENT OF PUBLIC WORKS
902 ABERNETHY ROAD, OREGON CITY, ORE. 97045
JOHN C. McINTYRE, Director Phone 655-3311, Ext. 281

October 29, 1970

Mr. Larry Rulien, Regional Engineer
Oregon State Highway Department
P. O. Box 02157
Portland, Oregon 97202

Dear Mr. Rulien:

Reference is made to the signal installation projects at Linwood & King and at 82nd Drive (Dartmouth) and Highway #224. The signals were field inspected with Mr. A. C. Harwood, Mr. Ron Failmezger and Mr. E. Rodriguez of the Oregon State Highway Department.

The poor method of installation of loop detectors at Linwood & King was questioned, especially, if a problem would arise in the future relating to this installation. However, the observation of this installation for several months indicates that the problem may not be forthcoming.

Therefore, the signal installation projects at Linwood & King and at 82nd Drive (Dartmouth) and Hwy. #224 are acceptable under the terms of the County-State agreement.

Clackamas County requests that an agreement be constituted between the Oregon State Highway Department and the County in which the State would maintain our signals until such time as the County obtains personnel and equipment to perform these duties.

Very truly yours,

John C. McIntyre
Director of Public Works

By Bernard L Straight
Bernard L. Straight
Traffic Engineer

BLS:hb

Al - handle
R

RECEIVED
NOV 9 1970
BRIDGE DIVISION

☐ DE ☐ ADE ☐ ADE ☐ OE
NOV 2 1970
☐ TE ☐ UE ☐ DES

SU-458(2)

FI[illegible] WEEKLY REPORT

FORM E-1 (REV. 12-64) OREGON STATE HIGHWAY DEPARTMENT **FIELD ENGINEER'S WEEKLY REPORT** FOR CONSTRUCTION PROJECTS ONLY CONSTRUCTION AND BRIDGE DIVISIONS	SECTION Linwood Ave at King Road	WEEK ENDING: October 10, 1970
		SECTION PREFIX 503-1006
	HIGHWAY FAS 133	COUNTY Clackamas
NAME OF JOB Linwood Ave. at King Road	KIND OF WORK Traffic Signal Installation	
CONTRACTOR Steeck Electric Co.	CONTRACT NUMBER 7326	FEDERAL AID PROJECT NUMBER SU-458 (2)
DATE OF CONTRACT January 14, 1970	DATE WORK STARTED July 9, 1970	ESTIMATED COMPLETION DATE
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0	SPECIFIED WORK DAYS SPECIFIED CALENDAR DAYS 180	WORK DAYS USED CALENDAR DAYS USED 192
	SPECIFIED COMPLETION DATE	PERCENT OF TIME ELAPSED 107
PROJECT AUTHORIZATION: $15,329.26		
EXCLUSIVE OF ENGINEERING: $13,990.46	ENGINEERING AUTHORIZATION $1,338.80	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 100
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING $13,304.76	ENGINEERING COST TO DATE $1,676.97	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION 100
ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN 4.7%	PERCENT OF AUTHORIZATION 125%	DATE PROJECT WAS COMPLETED: 8-5-70 Semi Final submitted 8-9-70

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

None

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	Signals							
PERCENT	100							

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
10-4 SUNDAY	Cldy Showers	0		
10-5 MONDAY	Cldy Showers	0		
10-6 TUESDAY	Overcast Warm	0		
10-7 WEDNESDAY	Overcast, Warm	0		
10-8 THURSDAY	Overcast Warm	0		
10-9 FRIDAY	Showers	0		
10-10 SATURDAY		0		

Routing
Morgan
Decker
Bond
Walker
Boehme
Litchfield
Stein

RECEIVED
OCT 13 1970
CONSTRUCTION DIVISION

RECEIVED
OCT 12 1970
BRIDGE DIVISION

NOTED
R. D. CHURCH

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

10-4 SUNDAY	No activity all week by contractor
10-5 MONDAY	
10-6 TUESDAY	
10-7 WEDNESDAY	
10-8 THURSDAY	
10-9 FRIDAY	
10-10 SATURDAY	

REMARKS

Status

Project complete, signals in operation

Semi Final submitted to Regional Office on 10-9-70

SIGNED Rodriguez LOCATION Aloha

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

RECEIVED
FEB 5 - 1970
FOR FILING

54-458(2)
7326

February 5, 1970

Steeck Electric Co.
P. O. Box 1243
Medford, Oregon 97501

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract No. 7326 for traffic signal installation on Linwood Avenue at King Road in the city of Milwaukie on FAS 133 in Clackamas County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

er

Enclosure

cc: United Pacific Insurance Company, Portland and Tacoma
F. D. Morgan
D. J. Barbee
I. D. Merchant
L. W. Rulien
Enrique Rodriques

NOTED
H. S. COX

Clackamas County Board of Commissioners
Courthouse
Oregon City, Oregon 97045

January 30, 1970

Attention: Mr. Winston Kurth

Re: Linnwood Avenue-King Road
FAS 133
Clackamas County

Gentlemen:

This is to acknowledge receipt of the County's advance deposit in the amount of $3,100 for traffic control signals on subject project.

A copy of the construction plans and contract (#7326) are enclosed for your information and reference. If more copies are desired, please do not hesitate to request same.

Very truly yours,

H. S. Cox
County and City Engineer

By: HR
Harold Reynoldson
Planning Engineer

HR:ljt
Enclosures

NOTED
P. B. Arensmeier

NOTED
H. PRANGE

NOTED
RICHARD UNREIN

NOTED
[illegible]

Noted
Oscar H. Norberg

NOTED
DON HARWELL

OREGON STATE HIGHWAY DEPARTMENT

FORM A-150 (3-64)

HIGHWAY DEPARTMENT INVOICE

NO. 100992

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
1-16-70	CC 1904		503-1006-297

RECEIVED
JAN 19 1970
ENGINEER
COUNTY & CITY DIVISION

Clackamas County
Board of Commissioners
Courthouse
Oregon City, Oregon 97045

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Attention: John McIntyre, Director of Public Works			
Advance Deposit			3,100.00
Partial transfer of the advance deposit for the traffic control signals at the intersection of Linwood Avenue and King Road, FAS 133.			2,100.00
To be retained			1,000.00

ACKNOWLEDGMENT OF BILLING REQUEST
Cash Received with Request: $______________
By______________________________

NOTED
HAROLD REYNOLDSON

NOTED
[illegible] C. HOLMES

NOTED
R. H. PRANGE

NOTED
H. S. COX

Noted
Oscar H. Norberg

NOTED
RICHARD UNREIN

NOTED
R. B. Arensmeier

NOTED
DON HARWELL

RECEIVED
MAR 5 - 1970

FOR FILING

SU-458(3)
7326

AGENDA
FEB 3 1970

3J

January 14, 1970

Steeck Electric Co.
P. O. Box 1243
Medford, Oregon 97501

Gentlemen:

The State Highway Commission on December 23, 1969, accepted your proposal for a traffic signal installation on Linwood Avenue at King Road in the city of Milwaukie on FAS 133 in Clackamas County for the sum of $13,288 and referred it to the State Highway Engineer with authority to award the contract as soon as approval of Clackamas County was received and the sum of $3,100 was deposited by the County.

Those conditions were fulfilled and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 7326,

Enclosed are three copies of this contract. Two of these copies should be signed on the contract and bond pages and returned to this office for completion. Please follow exactly the instructions given on the blue slip attached to the contract.

The third copy of the contract stamped "Advance Copy to be Retained by Contractor" is furnished for your information pending receipt of a fully executed copy.

The calendar day count on this contract will begin January 26, 1970.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

gf
Enclosures
bc: Pacific Builder & Engr., Inc., Seattle, Wash.
Daily Journal of Commerce, Seattle, Wn., & Portland, Ore.
F. D. Morgan
I. D. Merchant
D. J. Barbee
William Geibel (SAIF)
L. W. Rulien
Enrique Rodriques

NOTED
H. S. COX

Clackamas County Board of Commissioners
Courthouse
Oregon City, Oregon 97045

December 19, 1969

Attention: Mr. John McIntyre

Gentlemen:

On December 18, 1969, a satisfactory bid was received from the Steeck Electric Company, Medford, Oregon 97501, for the installation of traffic control signals at the intersection of Linwood Avenue and King Road, FAS 133.

As per the agreement between State and County, the following advance deposit is required from the County prior to awarding of a contract.

Bid Items	$13,288.00
Flagging	100.00
14½ % engineering and contingencies	1,941.26
Estimated Total Cost	$15,329.26

County advance deposit:
20% of $15,329.26 = $3,065.85, or say $3,100.00

Please make this advance deposit in the amount of $3,100.00 payable by check or warrant to the Oregon State Highway Commission and forward to this office.

Very truly yours,

H. S. Cox
County and City Engineer

NOTED
P. B. Arensmeier

By: Harold Reynoldson
Planning Engineer

HR:ljt

NOTED
R. H. PRANGE

NOTED
RICHARD UNREIN

NOTED
[illegible] C. HOLMES

NOTED
DON HARWELL

RECEIVED
DEC 22 1969

FOR FILING

SU-458(2)
7326

December 12, 1969

MISC. CONTRACTS and
AGREEMENTS No. 3849

Board of County Commissioners
Clackamas County
Courthouse
Oregon City, Oregon 97045

Attention: Mr. George D. Poppen
County Clerk

Gentlemen:

Attached for your records is a fully executed copy of an agreement for installation of traffic control signals at the intersection of Linwood Avenue and King Road (FAS 133).

We have retained a fully executed copy of this agreement for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm
Attachment

cc H. S. Cox
(conformed agreement attached)

FORM E-30 50M 10-68

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

December 10, 1969

SUBJECT: King Street (FAS 133) -
Linwood Avenue
Signal Installation
Clackamas County

To: H. S. Cox
County-City Engineer

BUILDING

Bob

Attached is a letter from Mr. Homer Chandler, Executive Director of the Columbia Region Association of Governments (CRAG), the designated review agency for the Portland Metropolitan Area, indicating CRAG's approval of the signal installation at the intersection of King Street (FAS 133) and Linwood Avenue in Clackamas County.

Also attached is a copy of the land uses adjacent to King Street.

Robert L Schroeder
Robert L. Schroeder
Assistant Traffic Engineer

WDA:bls
Attachments
cc:Tom Edwards
L. H. Young
D. E. Keyes
R. E. Royer

NOTED
H. S. COX

RECEIVED
DEC 10 1969
ENGINEER
COUNTY & CITY DIVISION

NOTED
HAROLD
REYNOLDSON

NOTED
P. B. Arensmeier

NOTED
R. H. PRANGE

Noted
Oscar H. Norberg

NOTED
RICHARD UNREIN

NOTED
MAINOR C. HOLMES

NOTED
DON HARWEL

CR
AG

COLUMBIA REGION ASSOCIATION of GOVERNMENTS
429 S. W. 4TH AVENUE • SUITE 500 • PORTLAND, OREGON 97204 • (503) 226-4331

CLACKAMAS COUNTY, OREGON
Cities in Clackamas County
CLARK COUNTY, WASHINGTON
Cities in Clark County
MULTNOMAH COUNTY, OREGON
Cities in Multnomah County
WASHINGTON COUNTY, OREGON
Cities in Washington County

Novembeer 25, 1969

RECEIVED
DEC 4 1969
TRAFFIC ENGINEERING

Mr. Tom Edwards
Assistant State Highway Engineer
Oregon State Highway Department
Highway Building
Salem, Oregon 97310

Dear Mr. Edwards:

The Executive Committee of the Columbia Region Association of Governments has reviewed the application of Oregon State Highway Commission for a Federal grant in the amount of $20,000.00 to assist in the acquisition, planning, construction of:

> A signal installation at the intersection of King Street and Linwood Avenue in Clackamas County East of the City of Milwaukie.

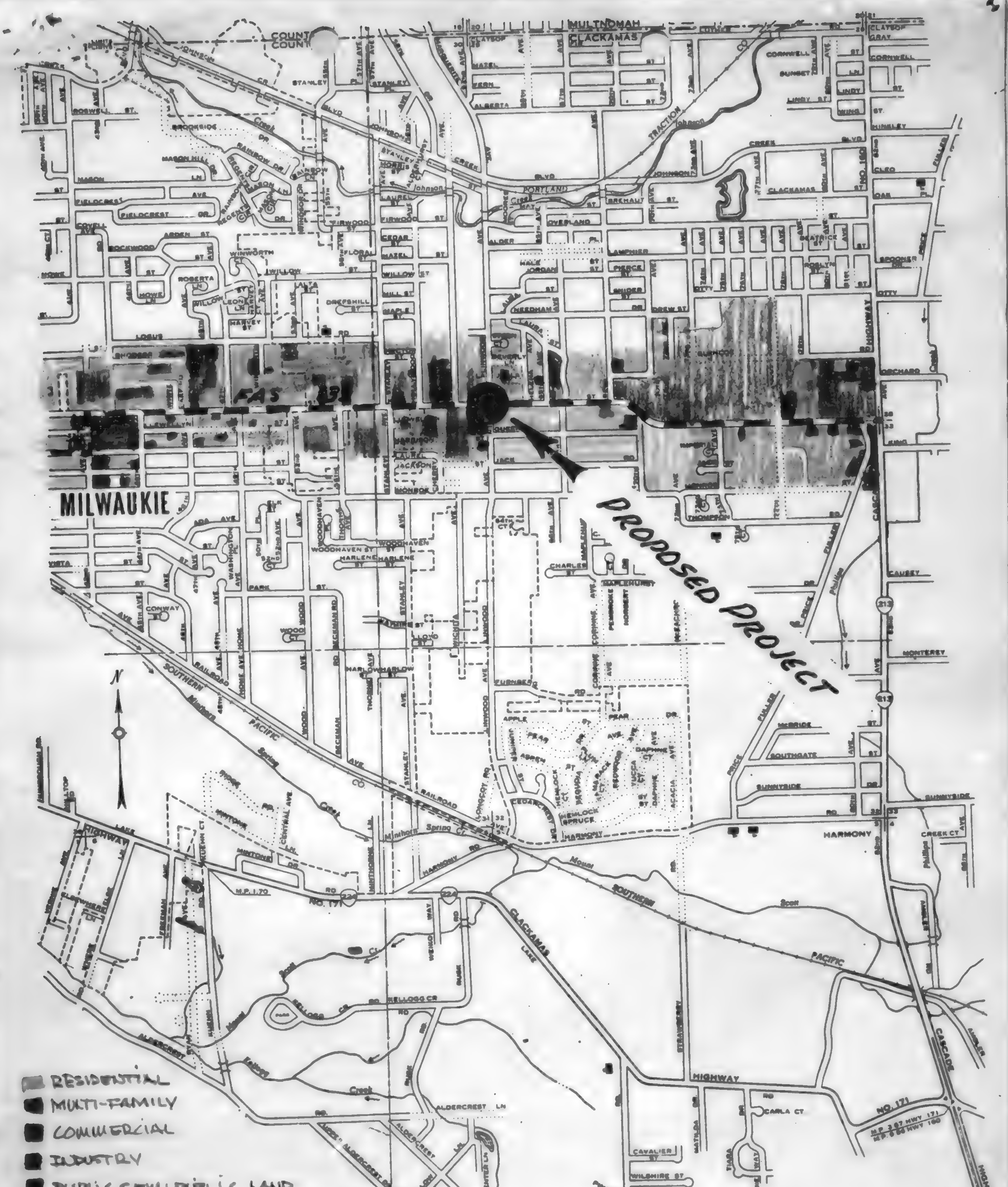
The Executive Committee found on November 21, 1969 that the proposed project meets a regional need and is in conformance with the regional plans. Therefore, we request favorable action of the Federal Agency handling this application.

Sincerely,

Homer C. Chandler

Homer C. Chandler
Executive Director

HCC:jec


MULTNOMAH
CLACKAMAS
COUNTY
COUNTY
MILWAUKIE
FAS 231
PROPOSED PROJECT
N
▨ RESIDENTIAL
■ MULTI-FAMILY
■ COMMERCIAL
■ INDUSTRY
■ PUBLIC-SEMI PUBLIC LAND
■ OPEN SPACE - VACANT - FARM etc.

RECEIVED
DEC 16 1969

SU-458(2)

7326

1859

GAME
COMMISSION

OFFICE OF THE DIRECTOR

P. O. BOX 3503 • 1634 S.W. ALDER ST. • PORTLAND, OREGON • 97208 • Ph. 222-9611

TOM McCALL
GOVERNOR

COMMISSIONERS
GEORGE L. HIBBARD, Chairman
J. PAT METKE, Vice Chairman
JOHN P. AMACHER, Member
JOSEPH W. SMITH, Member
JAMES W. WHITTAKER, Member

JOHN W. McKEAN
State Game Director

December 3, 1969

cc's sent 12-8-69

F. B. Klaboe
L.H. Young
T.C. Roake (3)
C. G. Swenson
W. H. Tebeau
F. E. Terpin (3)
L. W. Rulien (2)
H. S. Coulter(4)

State Highway Engineer
State Highway Department
Highway Building
Salem, Oregon 97310

Attention: Frank L. Hall

Dear Sir:

We are replying to your letter of October 31, which referred to the plans for the following projects:

1. Linwood Avenue at King Road (Milwaukie)
   FAS 133, Clackamas County

2. Bubbs Ranch-Weatherby Section
   Old Oregon Trail Highway
   Baker County

3. Weatherby-Lime Section
   Old Oregon Trail Highway
   Baker County

The plans are satisfactory to us and are approved. We note that boulder placement, as requested, has been included in rechanneled sections. Siltation should be controlled as much as possible during construction.

We appreciate being able to offer recommendations on this construction.

Very truly yours,

R. O. Koski

R. O. Koski
Fishery Staff Specialist

RECEIVED
DEC 4 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 8 1969
OFFICE OF
STATE HIGHWAY ENGINEER

ROK:js

cc: Dir. OFC

Oregon State Highway Commission
State Highway Building
Salem, Oregon 97310

Attention: County and City Section

SUBJECT: Federal Aid Project No. ____________

Highway No. FAS 133

Project Name Traffic Control Signals at Intersection of King Rd. and Linwood Ave.

1. We hereby certify that, to the best of our knowledge and belief, all rights-of-way or rights-of-entry for the above referred to Federal-aid project have been secured.

2. We hereby certify that: (check one)

   ☒ There has been no displacement of persons from residences, farms, or businesses; or

   ☐ In accordance with Section 30 of the Federal-aid Highway Act of 1968, displaced persons, businesses, or farm operations have been provided relocation payments, if eligible, and relocation assistance. Displaced individuals and families have been relocated to, or offered, decent, safe, and sanitary housing.

3. We hereby certify that the occupancy and/or adjustment of existing utilities within the right-of-way of the above referred to Federal-aid project have been authorized by permit, franchise, or other approved procedure.

Signed at Oregon City, Oregon,

this 25th day of November, 1969.

CLACKAMAS County

Fred Stefani
Chairman

Thomas D Telford
Commissioner

Commissioner

RECEIVED
DEC 3 1969
ENGINEER
COUNTY & CITY DIVISION

Copy to:-
John Oaks
L.W. Rulon Div I
CG Swanson
Dick Chase

(11/17/69)

11-25-69

RECEIVED
DEC 2 - 1969
FOR FILING

SU 458(2)	7326

TRANSACTION NO. 12-3

Klein

FORM PR-48
(REV. 7-67)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

TRANSMITTAL AND REQUEST FOR INITIAL PROGRAM APPROVAL OF PROJECTS

(PPM 21-1)

STATE HIGHWAY DEPARTMENT: OREGON

DATE: 11-25-69

BY (Signature): MR. YOUNG'S NOVEMBER 6, 1969 LETTER

TITLE:

CLASS OF FEDERAL FUNDS: ☐ FAI ☐ FAP ☐ FAU ☒ FAS ☐ OTHERS

STAGE 1* ITEM NOS. ______ THRU ______

STAGE 2 ITEM NOS. 1017 THRU ______

ITEM NO.	PROJECT NOS.	LENGTH (Miles)	TOTAL ESTIMATED COST	FEDERAL FUNDS
1017	SU 458(2)	0.00	20,000	12,700

OTHER IDENTIFICATION AND/OR REMARKS (State)

LOCATION	WORK
KING ROAD AND LINWOOD AVE. INTERSECTION (CITY OF MILWAUKIE)	TRAFFIC SIGNAL INSTALLATION

12-1-69
Young

RECEIVED
NOV 26 1969
OFFICE OF
STATE HIGHWAY ENGINEER

REMARKS (Division)

YOU ARE AUTHORIZED TO PROCEED WITH ACTIONS NECESSARY TO ADVANCE TO COMPLETION THE PHYSICAL CONSTRUCTION PROVIDED FOR BY THE ABOVE PROJECT IN ACCORDANCE WITH THE PROVISIONS OF YOUR APPROVED SECONDARY ROAD PLAN. IF YOU SUBSEQUENTLY FIND THAT EXCEPTIONS TO THE PROCEDURE WILL BE NEEDED OR THAT YOUR PROPOSED DESIGN STANDARDS FOR THIS PROJECT IS LOWER THAN THE MINIMUM DESIGN STANDARDS AS APPROVED JUNE 24, 1968, THIS OFFICE SHOULD BE NOTIFIED OF SUCH PROPOSED EXCEPTIONS AND REASONS THEREOF.

RECOMMENDED		APPROVED	
DATE	SIGNATURE AND TITLE	DATE	SIGNATURE AND TITLE
		11-25-69	For R. E. SIMPSON, DIVISION ENGINEER

*Program approval and any authorization to proceed with a Stage 1 project shall not constitute any commitment of Federal funds nor shall it be construed as creating in any manner, any obligation on the part of the Federal Government to provide Federal funds for the undertaking.

GPO 927-95

RECEIVED
DEC 4 1969

SU-458 (2)
7326

CRAG
COLUMBIA REGION ASSOCIATION of GOVERNMENTS
429 S. W. 4TH AVENUE • SUITE 500 • PORTLAND, OREGON 97204 • (503) 226-4331

CLACKAMAS COUNTY, OREGON
Cities in Clackamas County
CLARK COUNTY, WASHINGTON
Cities in Clark County
MULTNOMAH COUNTY, OREGON
Cities in Multnomah County
WASHINGTON COUNTY, OREGON
Cities in Washington County

Novembeer 25, 1969

Mr. Tom Edwards
Assistant State Highway Engineer
Oregon State Highway Department
Highway Building
Salem, Oregon 97310

Dear Mr. Edwards:

The Executive Committee of the Columbia Region Association of Governments has reviewed the application of Oregon State Highway Commission for a Federal grant in the amount of $20,000.00 to assist in the acquisition, planning, construction of:

> A signal installation at the intersection of King Street and Linwood Avenue in Clackamas County East of the City of Milwaukie.

The Executive Committee found on November 21, 1969 that the proposed project meets a regional need and is in conformance with the regional plans. Therefore, we request favorable action of the Federal Agency handling this application.

Sincerely,

Homer C. Chandler
Homer C. Chandler
Executive Director

HCC:jec

Copy - Klaboe
Schroeder w/ map
12-3-69

NOTED
TOM EDWARDS

RECEIVED
DEC 1969
STATE HIGHWAY ENGINEER

RECEIVED
NOV 12 1969
FOR FILING

SU-458(2)

7326

November 6, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon 97301

Dear Sir:

We are submitting program data for one Secondary Project, Item 1017, Project No. SU-458(2), which we desire to have included in the Federal-Aid Secondary Highway Program.

This project has been selected by the Highway Commission and local authorities in cooperation with each other as required by the Federal-Aid Act.

It is our intention to receive bids for this project on December 18, 1969.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. E. Young
Program and Planning Engineer

RHC:bb

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W. O.

FORM PR-1
(REV. 4-61)

FEDERAL - AID

(PP

CARD 2	REPORT NUMBER 1 (19) (20)	PROJECT LOCATION *(45 typewriter spaces)* Co.Rd. 0.45 Mi. E. Milwaukie 21 65	**ADT**	PRESENT 10,000	FUTURE 14,200 (58) (70)	Y

CARD 3	CHARACTER OF PROPOSED WORK *(35 typewriter spaces)* Traffic Signals 26 62	NATL. FOREST (63) (65)	FH ROUTE NO. (66) (68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. A (74)

CARD 4	CLASS OF FEDERAL FUNDS Secondary	COUNTY NAME
	NAME OF URBAN AREA 17-31 Portland	ROUTE NO. S | FEDERAL -

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	CLASS	WORK TYPE	WORK STEP	TERMINI *(Full description)*	MILES	ESTIMATED PROJEC TOTAL ESTIMATED COST	ESTIMATED PROJEC FEDERAL FUNDS
1	(14-15)	(16	41	42	43 46	53		(54) (58)	(59) (66)	(67)
5					**PE**		Co.Rd. 0.45 Mi. E. of Milwaukie (King Road and Linwood Avenue Intersection)			
5					**ROW**					
5					**CONST** (CODE) Y-031			0.0	20,000	12,700

CARD 1	CODE 1	PREPARED BY	PROJECT TOTALS	0.0	20,000	12,700
1	14	PROGRAM APPROVAL DATES			(16) (23)	(24)

Additional Dat
the legal auth
way of this pr
to convey this

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL - AID PROGRAM DATA

(PPM 21-1)

65	ADT	PRESENT 10,000	FUTURE 14,200 (66) (70)	YEAR 89 (71) (72)	REGION 08	STATE NAME Oregon	STATE CODE 35 (2) (3)	APPN CODE 022 (4) (9)	ITEM NO. 1017 (14) (18)

(68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. AUTH YR (74) (75)	PROJECT NUMBER PREFIX LETTER (S) SU- 14 23	NUMBER SEQ. NO. 458(2) 7 13	I. Projects Only POST MI. DESIG. (24) (26) 27

COUNTY NAME Clackamas	CODE 005 (14) (16)	PROGRAM STAGE	
ROUTE NO. S	FEDERAL - AID 133 (32)	STATE Co.Rd. (36)	U.S. (37) (41)

PROGRAM STAGE ☐ 1 OR ☒ 2

MILES (54) (58)	ESTIMATED PROJECT COST BY PHASES TOTAL ESTIMATED COST (59) (66)	 FEDERAL FUNDS (67) (76)	 STATE FUNDS	 OTHER FUNDS	CHARACTER OF PROPOSED WORK *(Full description)*
					Traffic Signal Installation, Complete.
0.0	20,000	12,700	3,650	3,650 (Co.)	ROW-60' Max.; Access Control-None; Park. Restrictions-None.
0.0	20,000	12,700	3,650	3,650 (Co.)	
	(16) (23)	(24) (33)			

REMARKS

Additional Data: Item 697, Project S-458(1). The State does not have the legal authority to regulate the use by utilities of the right of way of this project but an agreement will be made with Clackamas County to convey this authority to the State. -Over-

KING ROAD AND LINWOOD AVENUE INTERSECTION

PROJECT SU-458(2)

Existing Facilities: Through traffic on King Road and stop signs on Linwood Avenue. 48-foot curb section for two 14-foot travel lanes and 10-foot parking lanes. Paved full width with AC on King Road.

Adjacent Sections:

North/East End: (King Road 48-foot paved curb section
South/West End: (Linwood Avenue 40-foot paved curb section

Project Data: Install traffic control signals which have two-phase fully actuated, solid state, with a pedestrian control switch for each quadrant.

Right-of-Way: 60' Maximum.
Access Control: None.
Railroad Crossing: None.
Minimum Design Standards: No exceptions to the standards.
System Action: Completed.
Public Hearing: Not necessary, project is within existing R/W.

Route Data: S-458(1)
Park and recreation affected: None.
Relocation assistance: None.
Social, economic and environmental effects considered: Yes.
Location and design approval: Has been requested.
CRAG review: Has been requested.

RECEIVED
NOV 1 1969

FOR FILING

SU-458 (2)

7326

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

SALEM, OREGON
October 30, 1969

SUBJECT:

To: Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

Design approval is being requested for the following FAS-C projects presently scheduled for the December 18 bid letting:

CLACKAMAS COUNTY
Traffic Signals
Linwood Avenue at King Road (Milwaukie), FAS 133
Install fully actuated traffic control signals at the intersection of Linwood Avenue and King Road (FAS 133) east of Milwaukie. County will perform all incidental curbing, paving and pavement marking. No hearing required. Project referred to CRAG for review and comment.
Approved by Highway Commission on September 30, 1969.

COLUMBIA COUNTY
Columbia River Highway-Old Portland Road Section
Gable Road, FAS 574
Grade, Pave and Signals
Construct drainage, grade, base, and construct asphaltic concrete wearing surface with two 12-foot travel lanes and 10-foot paved shoulders. Also install automatic railroad signals with drop arms at both the westerly and easterly ends of the project. The westerly railroad signals shall be installed in conjunction with highway traffic control signals at the intersection of Gable Road and the Columbia River Highway. Right-of-way acquired by Columbia County. Public hearing held by County on April 7, 1968.
Approved by Highway Commission July 9, 1968.

UMATILLA COUNTY
Barth Crossing-U.S. 30 Conn. Section.
Rieth Road, FAS 470
Construct drainage, grading, base, and construct asphaltic concrete wearing surface with two 12-foot travel lanes and 10-foot paved shoulders; also channelize the intersection of Rieth Road and U.S. 30, all in west Pendleton. Right-of-way acquired by County. County held public hearing April 9, 1969.
Approved by the Highway Commission December 17, 1968.

copy retd to Cox 11-3-69

NOTED
F. B. KLABOE

All documentation for the above listed projects, in compliance with appropriate Bureau of Public Roads' IM's and PPM's will be on file in this office. Notices are being sent to the appropriate news media that design approval is being considered for these projects, and, after seven days has elapsed, second notices will be published that design approval has been given.

Our design approval procedure requires only that a copy of this letter with your approval noted thereon, be returned to this office.

Robert Prange
Field Engineer
County-City Division

RHP:ljt

cc: Forrest Cooper
R. L. Porter
Victor Wolfe
D. J. Barbee
L. H. Young
R. N. Chase
Ben Gifford

Approved 11-3-69
Asst. State Hwy. Engr.

RECEIVED
OCT 30 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 2[illegible] 1969
FOR FILM

SU-458 (2)

1326

October 28, 1969

Mr. Homer Chandler
Executive Secretary
Columbia Region Association of
Governments
429 SW 4th Avenue
Suite 500
Portland, Oregon 97204

Dear Mr. Chandler:

We are submitting to you two copies of a map showing the location of a proposed signal installation on King Street (FAS 133) at the intersection of Linwood Avenue in Clackamas County east of the city of Milwaukie. They are for your review in conformance with Section 204 of the Demonstration Cities and Metropolitan Development Act. We are also submitting a sheet containing pertinent project data.

Since this project is minor in nature, the effect on the PVMTS Transportation Plan will be minimal; therefore, we suggest that your study be expedited. It may be that CRAG would wish to comment on this project without a formal review.

In addition to your comments, we request that you include a statement regarding the socioeconomic and environmental impact of this improvement on the area. We further request that you indicate on the enclosed maps the future land use in the adjacent areas.

Please forward your comments and land use maps to Mr. Robert E. Royer, Assistant Planning Survey Engineer, in our Traffic Engineering Section.

Your cooperation in this matter will aid in programming Federal-aid projects in Clackamas County.

Enclosures

cc: Forrest Cooper
R. L. Porter
F. B. Klaboe
V. D. Wolfe
L. H. Young
H. S. Cox

R. E. Royer
D. J. Barbee
F. B. Crandall
A. E. Johnson
L. W. Rulien

WDA:ap sr

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

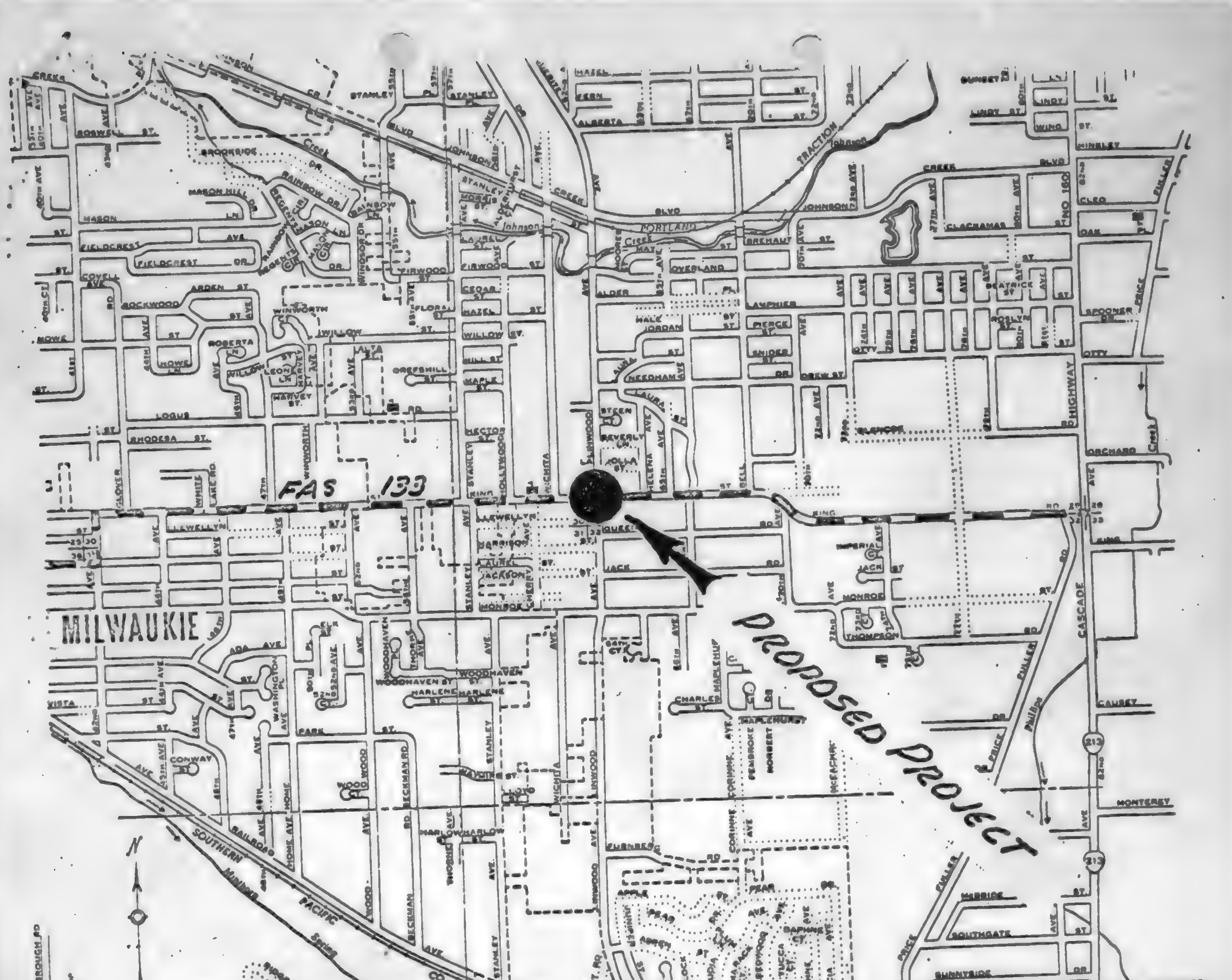
PROJECT DATA

October 20, 1969

Signal Installation
King Street, FAS 133
Clackamas County

Project Description:	Install fully actuated traffic signals at the intersection of King Street (FAS 133) and Linwood Avenue east of Milwaukie in Clackamas County.
Estimated Cost:	$20,000
Right-of-way:	60 feet on both King Street and Linwood Avenue. No additional right-of-way required.
Existing Facilities:	48 feet curbed section on King Street. 22 feet paved roadway on Linwood Avenue.
Additional Work:	County proposes to curb and pave Linwood Avenue 40 feet wide, approximately 250 feet north and south of King Street. No additional work on King Street.
Traffic:	Existing ADT on King Street-----10,000 Existing ADT on Linwood Avenue-----3,000
PVMTS Study:	King Street and Linwood Avenue are both shown on the G-5 Future Test System.

RP:ljt


FAS 133
PROPOSED PROJECT
MILWAUKIE
N
KING RD
JOHNSON CREEK BLVD
PORTLAND TRACTION
SOUTHERN PACIFIC RAILROAD CO.
HARMONY
HARMONY RD
CLACKAMAS HIGHWAY
NO. 171
CASCADE HIGHWAY
213
LAKE RD
ALDERCREST RD
KELLOGG CR.
Kellogg Creek
Mount Scott Creek
Phillips Creek
Johnson Creek
LLEWELLYN
HARRISON
LAUREL
JACKSON
MONROE
WASHINGTON
LOGUS
RHODESA ST.
HECTOR
STANLEY
WICHITA
LINWOOD
BELL
THOMPSON
IMPERIAL
FULLER
PRICE
STRAWBERRY
WEBSTER
RUSK
HOME AVE
WOODHAVEN
HARLENE
CONWAY
FIRWOOD
OVERLAND
ALDER
LAMPHIER
CITY
ORCHARD
CAUSEY
MONTEREY
SUNNYSIDE
SOUTHGATE
OAK
CLEO
STANLEY
HAZEL
FERN
ALBERTA
LINDY
MINKLEY
WING
BROOKSIDE
MASON
FIELDCREST
COVELL
ROCKWOOD
HOWE
WILLOW
ROBERTA
PARK
VISTA
ADA
CHARLES
HAMMERSHURST
FURNBERG
APPLE
PEAR
SPRUCE
HEMLOCK
CAVALIER ST.
WILSHIRE ST
DARLA CT.
CREEK CT
WEMBLEY
HILLTOP
KIMBROUGH RD
ALDERCREST LN.

NOTED
H. S. COX

MEMO TO R. H. CHASE DATE: October 27, 1969

SAFETY: [illegible]

FAS 133, Clackamas COUNTY, Intersection King Road and Linwood Avenue, SECTION

M.P. 2227

TERMINI: Approximately 0.5 miles east of the City limits of Milwaukie on King Road.

PROPOSED WORK: Traffic Control Signals.

PROJECT LENGTH: ----------

COSTS:	TOTAL	FEDERAL	STATE	COUNTY	OTHER
CONSTRUCTION	$20,000	$12,000	$4,000	$4,000	

EXISTING FACILITIES: Through traffic on King Road and stop signs on Linwood Avenue. 48-foot curb section for two 14-foot travel lanes and 10-foot parking lanes. Paved full width with AC on King Road.

ADJACENT SECTIONS:

North/East End: King Road 48-foot paved curb section
South/West End: Linwood Avenue 40-foot paved curb section

PROJECT DATA: Install traffic control signals which have two-phase fully actuated, solid state, with a pedestrian control switch for each quadrant.

RIGHT-OF-WAY: 60 maximum
ACCESS CONTROL: None

RAILROAD CROSSING: None
MINIMUM DESIGN STANDARDS: No exceptions to the standards.

SYSTEM ACTION: Completed
PUBLIC HEARING: Not necessary

UNUSUAL OR COMPLICATED SITUATIONS: County is going to widen and improve Linwood Avenue at this intersection just prior to the installation of the signals.

ROUTE DATA: S-458(1)

Park and recreation affected	No
Relocation assistance	No
Social, economic and environmental affects considered	Yes
Location and design approcal	Has been requested
CRAG	Has been requested

HR:ljt
10/27/69

NOTED
MARION C. HOLMES

NOTED
RICHARD UNREIN

NOTED
P. B. [illegible]

NOTED
HAROLD REYNOLDSON

NOTED
R. H. PRANGE

Noted
Oscar H. Norberg

NOTED
DON HARWELL

NOTED
H. S. COX

SALEM, OREGON
October 17, 1969

Mr. R. L. Schroeder
Assistant Traffic Engineer
BUILDING

Clackamas County has requested the installation of a traffic signal on King Street, FAS 133, at the intersection of Linwood Avenue east of Milwaukie. This will be an FAS-C Safety project and will be for signal installation only with the County performing all incidental roadwork, such as curbing, paving, striping, etc. Since additional right-of-way will not be required, and the project does not have an adverse effect upon abutting real property and does not change the layout or function of connecting roads or streets, a public hearing will not be required pursuant to paragraph 6-C of PPM 20-8.

There are attached maps and project data sheets for your submittal to CRAG for review and comment pursuant to IM 21-12-67.

Please note that this is a minor project, estimated to costaapproximately $12,000, and will have only minimal, if any, effect on the total PVMTS transportation plan. Perhaps if these facts are pointed out in your submittal, CRAG may comment without a formal review.

Now
$20,000

Robert Prange
Field Engineer
County-City Division

RP:ljt
Attachments

NOTED
HAROLD
REYNOLDSON

NOTED
MAINOR C. HOLMES

NOTED
P. B. Aronsmeier

NOTED
RICHARD UNREIN

NOTED
R. H. PRANGE

Noted
Oscar H. Norberg

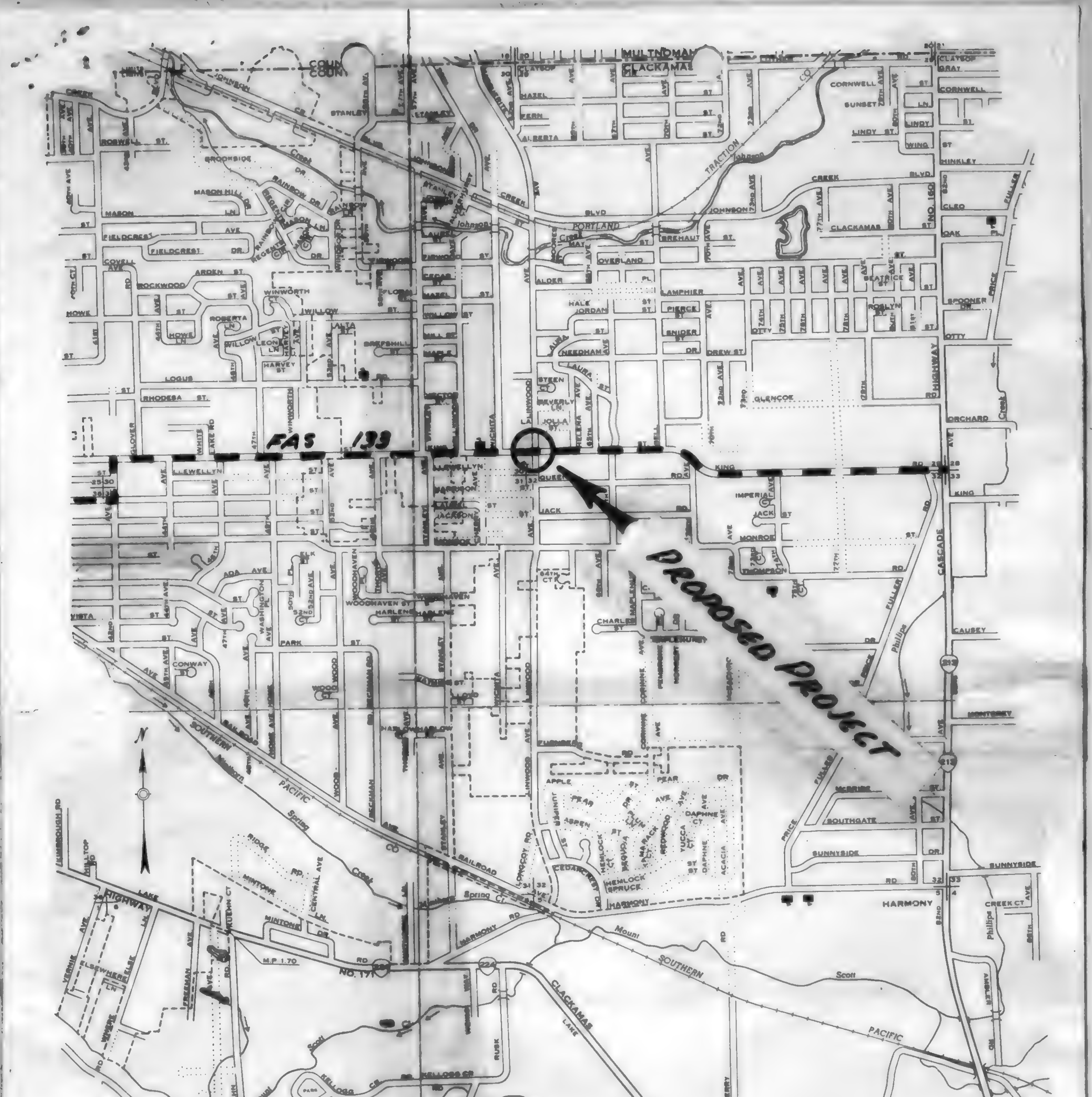
NOTED
DON HARWELL

PROJECT DATA October 20, 1969

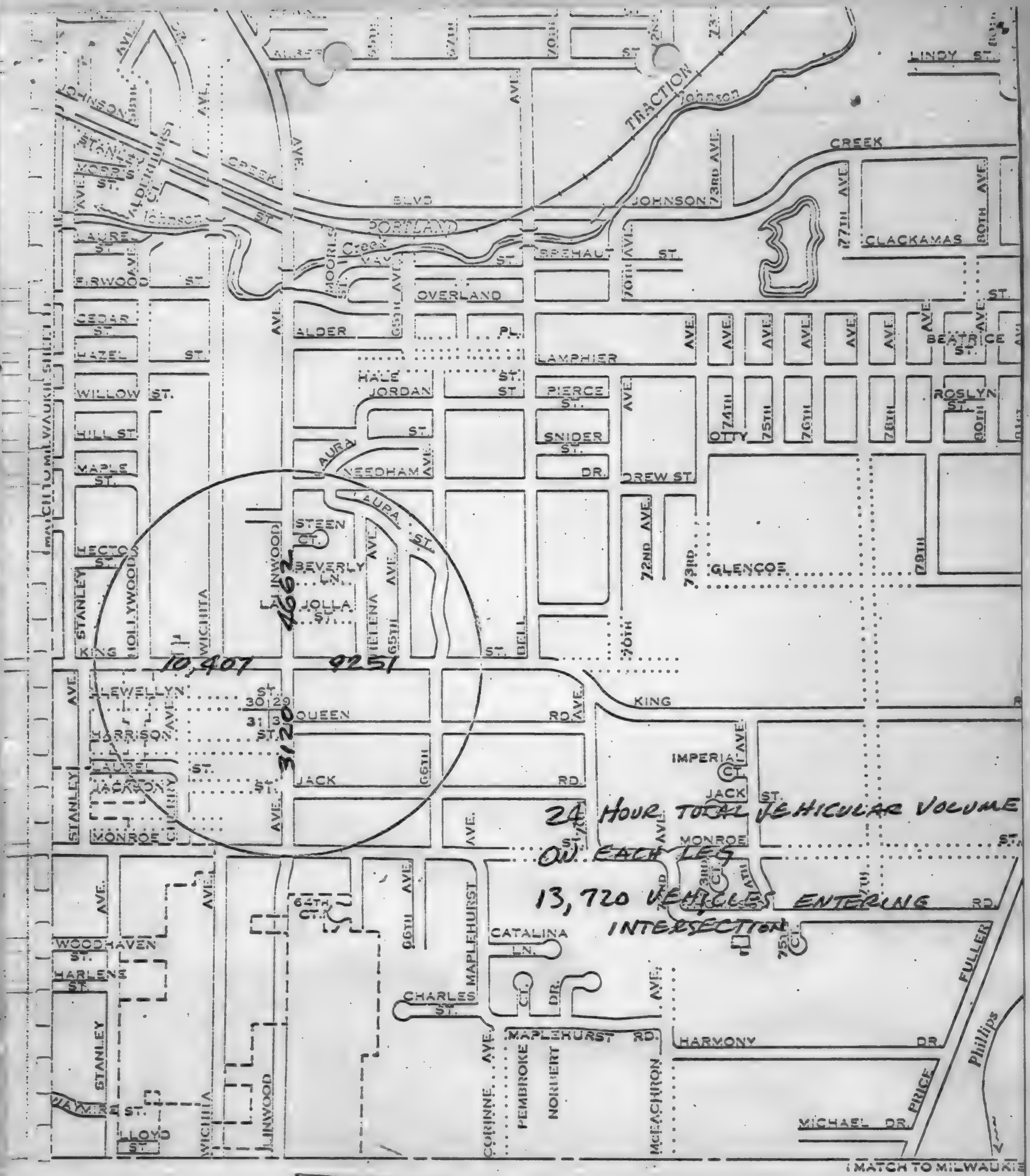
Signal Installation
King Street, FAS 133
Clackamas County

Project Description:	Install fully actuated traffic signals at the intersection of King Street (FAS 133) and Linwood Avenue east of Milwaukie in Clackamas County.
Estimated Cost:	$20,000
Right-of-way:	60 feet on both King Street and Linwood Avenue. No additional right-of-way required.
Existing Facilities:	48 feet curbed section on King Street. 22 feet paved roadway on Linwood Avenue.
Additional Work:	County proposes to curb and pave Linwood Avenue 40 feet wide, approximately 250 feet north and south of King Street. No additional work on King Street.
Traffic:	Existing ADT on King Street------10,000 Existing ADT on Linwood Avenue------3,000
PVMTS Study:	King Street and Linwood Avenue are both shown on the C-5 Future Test System.

RF:ljt



MULTNOMAH
CLACKAMAS
COUNTY
FAS 133
PROPOSED PROJECT
KING
JOHNSON CREEK BLVD
LAKE HIGHWAY NO. 171
CASCADE HIGHWAY
SOUTHERN PACIFIC RAILROAD
HARMONY RD
SUNNYSIDE RD
NO. 160
M.P. 1.70
M.P. 3.87 HWY 171
M.P. 5.56 HWY 160
N



4662

10,407

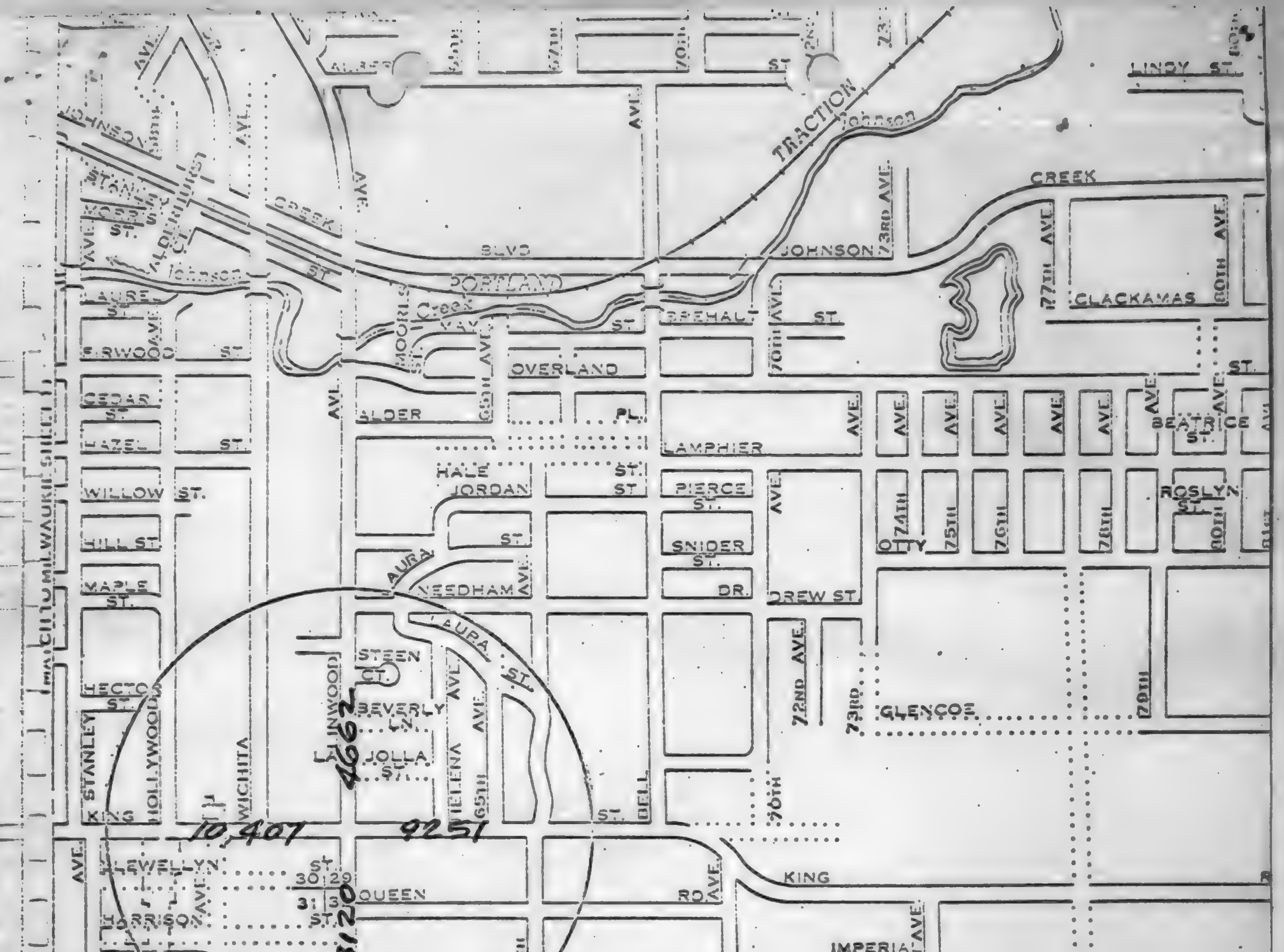
9251

3120

24 HOUR TOTAL VEHICULAR VOLUME ON EACH LEG

13,720 VEHICLES ENTERING INTERSECTION

RECEIVED
AUG 28 1969
ENGINEER
COUNTY & CITY DIVISION



10,407

9251

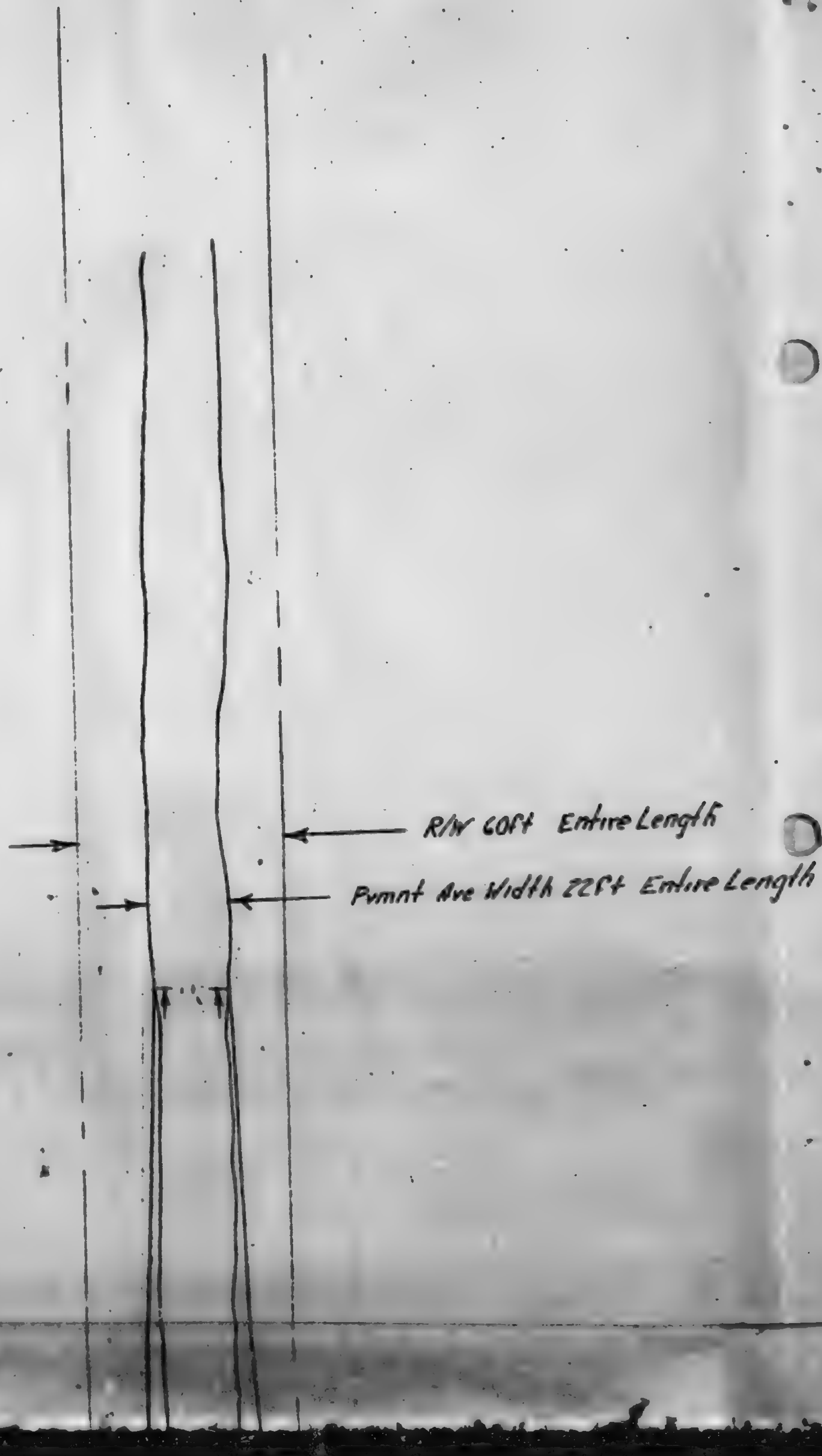
4662

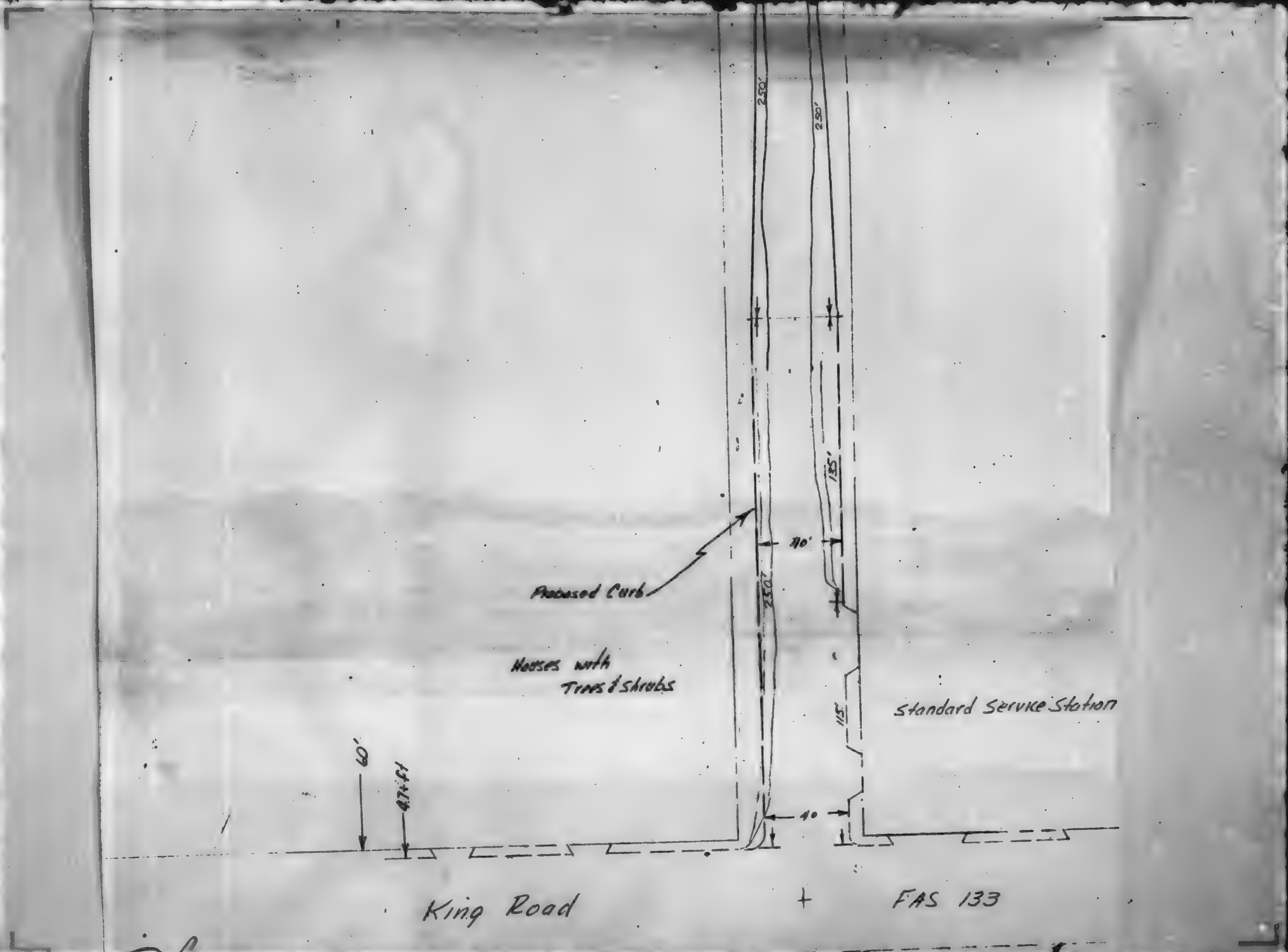
3120

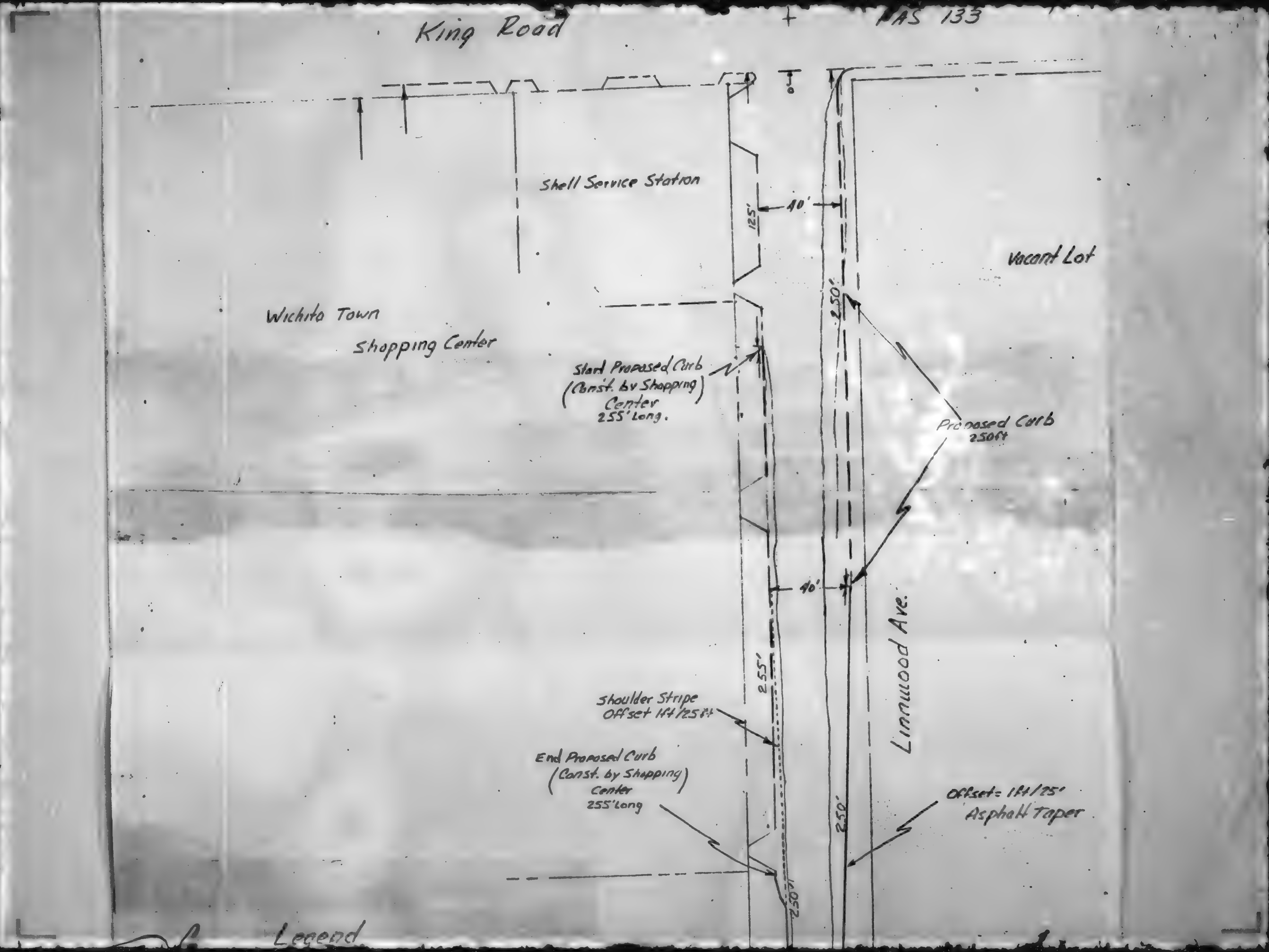
24 HOUR TOTAL VEHICULAR VOLUME ON EACH LEG

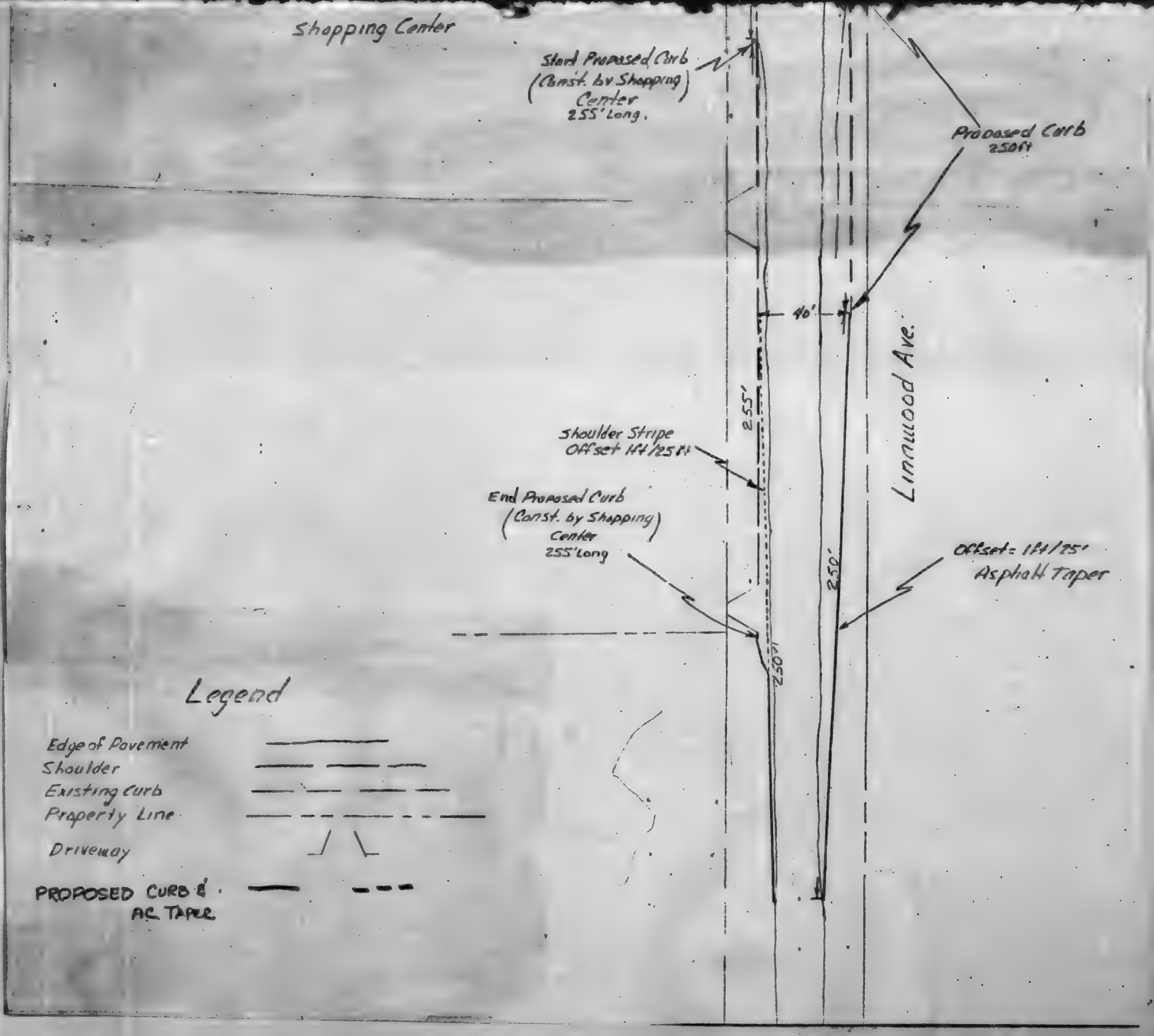
13,720 VEHICLES ENTERING INTERSECTION

RECEIVED
AUG 29 1969
ENGINEER
COUNTY & CITY DIVISION


R/W 60ft Entire Length
Pvmnt Ave Width 22ft Entire Length


250'
250'
135'
110'
250'
Proposed Curb
Houses with Trees & shrubs
Standard Service Station
115'
40'
60'
47+47
King Road
FAS 133


King Road
AS 133
Shell Service Station
125'
40'
Vacant Lot
250'
Wichita Town
Shopping Center
Start Proposed Curb
(Const. by Shopping)
Center
255' Long.
Proposed Curb
250ft
40'
Linnwood Ave.
255'
Shoulder Stripe
Offset 1ft/25ft
End Proposed Curb
(Const. by Shopping)
Center
255' Long
Offset= 1ft/25'
Asphalt Taper
250'
250ft
Legend


Shopping Center
Start Proposed Curb (Const. by Shopping Center) 255' Long.
Proposed Curb 250ft
40'
Linnwood Ave.
255'
Shoulder Stripe Offset 1ft/25ft
End Proposed Curb (Const. by Shopping Center) 255' Long
250'
250'
Offset= 1ft/25' Asphalt Taper
Legend
Edge of Pavement
Shoulder
Existing Curb
Property Line
Driveway
PROPOSED CURB & AC TAPER

October 15, 1969
(date)

NOTED
H. S. COX

RECEIVED
OCT 24 1969
ENGINEER
COUNTY & CITY DIVISION

Hon. Frank C. Clore
The Mayor
City Hall
Milwaukie, Oregon 97222

Attention: Mr. Paul Helton, City Recorder

In order to comply with requirements of the Bureau of Public Roads covering protection of public resources such as recreational areas, historical sites, wild life refuges, or any other facility in which the public has a specific interest, it is required that local public authorities should be consulted regarding the impact on these resources of a planned highway improvement.

Would you please fill out the form below regarding these resources and return it to the Oregon State Highway Department, County and City Division, State Highway Building, Salem, Oregon (97310). Retain the second copy for your records.

Highway FAS 133

Section Linnwood Avenue-King Road (Milwaukie): Traffic Signals

Do you know of any public organization or quasi-official organizations that might be opposed to this project on the grounds of interference with recreational, historical, or public resources? Yes ☐ No ☑

If answer is yes, please list organizations:

____
(date)

By Frank C. Clore
(mayor)

By ________________
Commissioner

By ________________
Commissioner

NOTED
R. H. PRANGE

NOTED
[illegible] C. HOLMES

NOTED
HAROLD
REYNOLDSON

cc: L. H. Young
Attn: Duane Ridings

NOTED
RICHARD UNREIN

Noted
Oscar H. Norberg

NOTED
P. B. Aransmeier

NOTED
DON HARWELL

RECEIVED
OCT 21 1969
ENGINEER
COUNTY & CITY DIVISION

October 15, 1969
(date)

NOTED
H. S. COX

Clackamas County Board of Commissioners
Courthouse
Oregon City, Oregon 97045

In order to comply with requirements of the Bureau of Public Roads covering protection of public resources such as recreational areas, historical sites, wild life refuges, or any other facility in which the public has a specific interest, it is required that local public authorities should be consulted regarding the impact on these resources of a planned highway improvement.

Would you please fill out the form below regarding these resources and return it to the Oregon State Highway Department, County and City Division, State Highway Building, Salem, Oregon (97310). Retain the second copy for your records.

Highway FAS 133

Section Linnwood Avenue-King Road (Milwaukie): Traffic Signals

Do you know of any public organization or quasi-official organizations that might be opposed to this project on the grounds of interference with recreational, historical, or public resources? Yes ☐ No ☒

If answer is yes, please list organizations:

NOTED
HAROLD REYNOLDSON

10-17-69
(date)

NOTED
MARION C. HOLMES

By Fred Stefani

By Thomas D. Telford
Commissioner

By
Commissioner

NOTED
R. H. PRANGE

NOTED
[illegible]

cc: L. H. Young
Attn: Duane Ridings

Noted
Oscar H. Norberg

NOTED
RICHARD UNREIN

NOTED
DON HARWELL

RECEIVED
SEP 25 1969
FOR FILES

SU-458 (2)

7326

September 25, 1969

Oregon State Highway Commission

Gentlemen:

Attached are tabulations describing seven Federal Aid Secondary projects: three in Clackamas County, one each in Lake and Tillamook Counties, and two in Wallowa County.

The first project requested by Clackamas County is for a traffic control signal on King Road (FAS 133), just east of the city of Milwaukie at the intersection with Linwood Avenue. The FAS funds required for this project are estimated to be $15,000 of which $3,000 will be the cost to the State.

The second project Clackamas County has requested is for the Harvey Way-Country Club Road Section of FAS 641. This is to be a four-lane curbed section and will extend from the recently completed Harvey Way-Madrona Street Section to Country Club Road. The FAS funds required for this project are estimated to be $400,000 of which $80,000 will be the cost to the State.

The other project requested by Clackamas County is on FAS 943 and is a 60-foot curbed section extending from the South Tigard Interchange to Boones Ferry Road. This is a new route with only a very small portion being over existing roadways and streets and will make a junction with the above-requested Harvey Way-Country Club Road Section. The FAS funds required for this project are estimated to be $625,000 of which $125,000 will be the cost to the State.

Lake County's requested project is for a bridge over Twenty Mile Creek on Twenty Mile Road (FAS 902). This route goes south out of Adel into California. The FAS funds required for this project are estimated to be $25,000 of which $5,000 will be the cost to the State.

The request by Tillamook County is for a bridge over the Nestucca River on Blaine Road (FAS 613), just east of the community of Beaver. The FAS funds required for this project are estimated to be $200,000 of which $40,000 will be the cost to the State.

The two requested projects in Wallowa County are for two bridges over Bear Creek and are both just west of the city of Wallowa. One of the bridges is on Bear Creek Road (FAS 468), and the other is on Diamond Prairie Road (FAS 491). The total FAS funds required for these two bridges are estimated to be $105,000 of which $21,000 will be the cost to the State.

These projects will be on the agenda for the September 30 meeting and I recommend their approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Tom Edwards
F. B. Klaboe
Victor D. Wolfe
H. S. Cox
L. H. Young
V. E. Skoog

HR:mms sr

PROPOSED FISCAL YEARS 1969 & 1970 COUNTY FAS PROJECTS

County	FAS	Section & Description	Programmed Amount	FAS Funds
Clackamas	133 Light Dm.	Intersection of King Road and Linnwood Avenue Section, King Road, 1.82 miles. Traffic control signal.	$ 15,000	1969
Clackamas	681 Co Rds Clack	Harvey Way-Country Club Road Section, Boones Ferry Road, 1.82 miles. Grade, drain, base, curb, and pave.	400,000	1969
Clackamas	943 Co Sts Clack	South Tigard Interchange-Boones Ferry Road Section, 1.4 miles. Grade, drain, base, curb, and pave.	625,000	1969
Lake	902 Br TW.	Twenty Mile Creek (Twenty Mile) Bridge Section, Twenty Mile Road. Structure.	25,000	1969
Tillamook	613 Br A-Z	Nestucca River (Ollie Woods) Bridge Section, Blain Road. Structure.	200,000	1969
Wallowa	468 Br A-Z	Bear Creek Bridge Section, Bear Creek Road. Structure.	60,000	1969
Wallowa	491 Br A-Z	Bear Creek Bridge Section, Diamond Prairie Road. Structure.	45,000	1969
		Total	$1,370,000	

SUMMARY BY FISCAL YEARS	1969	1970	TOTAL
Allocated Funds	$3,969,000	$5,089,000	$9,058,000
Approved Funds (Corrected to date)	3,969,000	864,000	4,833,000
Unprogrammed Balance	$ --	$4,225,000	$4,225,000
Projects Proposed 9/30/69	--	1,370,000	1,370,000
Unprogrammed Balance.............	$ --	$2,855,000	$2,855,000

69-g
9/22/69

CLACKAMAS COUNTY
PROPOSED PROJECT (1969 Funds)

FAS 133 - King Road, Intersection of King Road and Linwood Avenue Section; traffic control signal, $15,000.

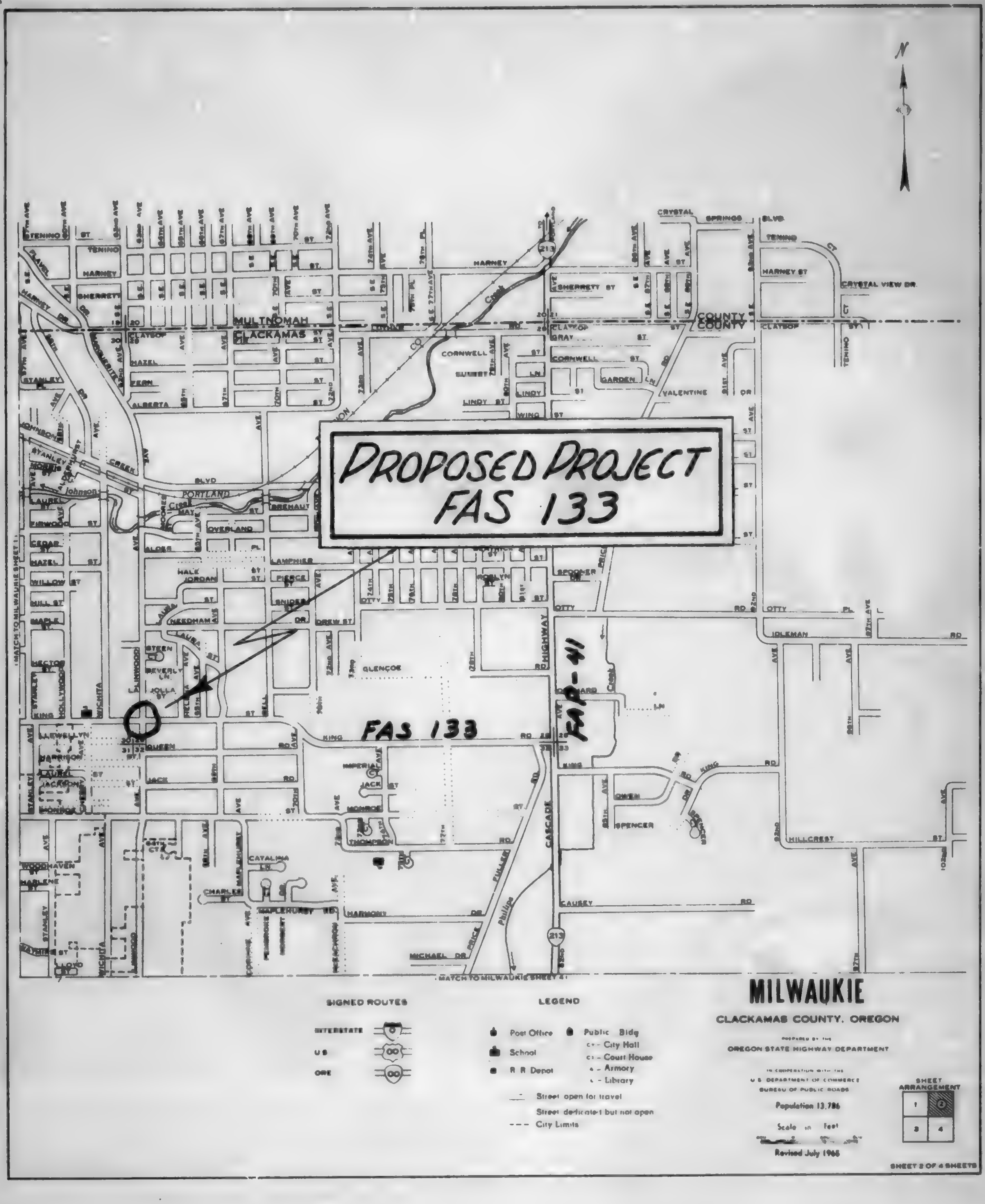
Install two-phase full actuated traffic control signal. Pedestrian signal pole mounted on each corner.

No additional right of way.

State to make survey and vicinity map.

County will install signing and do striping.

69-g
9/3/69



MILWAUKIE

CLACKAMAS COUNTY, OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT

IN COOPERATION WITH THE
U S DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Population 13,786

Scale in Feet

Revised July 1965

SHEET 2 OF 4 SHEETS

COUNTY OF CLACKAMAS

DEPARTMENT OF PUBLIC WORKS

Robert Schumacher, Commissioner
Fred Stefani, Commissioner
Thomas Telford, Commissioner

JOHN C. McINTYRE
Director
Phone 656-2641
Ext. 281

902 ABERNETHY ROAD — OREGON CITY, ORE. 97045

August 27, 1969

NOTED
H. S. COX

Mr. Si Cox
City-County Division
Oregon State Highway Department
Salem, Oregon, 97310

Dear Mr. Cox:

Re: Signalization Linwood-King Road
Intersection - F.A.S. 133

Enclosed please find executed project request for signalization of subject intersection.

It is our understanding that this project will not require a public hearing, since no right-of-way is being acquired.

Clackamas County has had over 600 patrons of the Wichita Elementary School near this intersection vitally concerned about this project.

The earliest scheduling possible of this project is requested.

Yours very truly,

John C. McIntyre
Director of Public Works

By Winston W. Kurth

Winston W. Kurth
Deputy Director of Public Works

RECEIVED
AUG 29 1969
ENGINEER
COUNTY & CITY DIVISION

WWK:mak
Encl.

NOTED
DON HARWELL

EIVED
AUG 29 1969
INEER
COUNTY & CITY DIVISION

COUNTY ROAD FAS-C PROJECT REQUEST

safety

Name of County Clackamas FAS No. 133 Date August 25, 1969
County Road Name King Road
Section Name Linwood - King Road Intersection Length ______
Type of Project Signalization
Location of Project (Attach sketch map) Section 29, T1S, R2E
ADT 10407 Road Class (Highway Standard) ______

Is this request for county bridge design only? Yes ______ No X

I. ROAD PROJECT DATA

1. Traveled Surface: Type ______ Width ______
2. Shoulders: Type ______ Width ______
   (NOTE: Oiled or paved shoulders required on all Class E or higher projects.)
3. Grading & Drainage:
   By County ____ County Date of Completion ______ By Contract ____
4. Bottom Base Course:
   By County ____ County Date of Completion ______ By Contract ____
   Has base design been given to County? Yes ___ No ___
   Will it be furnished? Yes ___ No ___
5. Leveling Course:
   By County ____ County Date of Completion ______ By Contract ____
6. Binder Course:
   By County ____ County Date of Completion ______ By Contract ____
7. Traveled Surface & Shoulders:
   By County ____ County Date of Completion ______ By Contract ____
8. Clearing:
   By County ____ County Date of Completion ______ By Contract ____
9. Curbs:
   Curbs Required? Yes ____ No ____
   Type Desired (rolled, exposure, monolithic, special county standard, etc.) ______
   Width between Curbs ______
10. Are A.C. footpaths behind curbs desired? Yes ____ No ____
11. Are there any structures to be replaced or altered? Yes ____ No ____
12. Will replacement be by: County ____ Contract ____
    (NOTE: If by contract, fill out bridge project data on pages 2, 3, and 4)

13. Will County adjust structure to new grade? Yes ____ No ____

14. Will County adjust structure to additional width? Yes ____ No ____

15. Will adjusted width be standard? Yes ____ No ____
(NOTE: Standard width of structure is traveled way plus full shoulders or 32', whichever is greater. If structure is of substandard width, County must sign same to satisfaction of Bureau of Public Roads.)

16. Does County wish rounding of cutbanks? Yes ____ No ____

17. Does County wish sight posts installed? Yes ____ No ____

18. Does County wish guard rail installed? Yes ____ No ____

19. Does County wish seeding and mulching incorporated into job?
Yes ____ No ____

20. Will traffic signals be required? Yes X No ____
If yes, give location and type: Location: King Street and Linwood Ave.
Type: 2 Ø full activated.

21. Is project contingent upon other factors? Yes X No ____
(Such as construction and timing, cooperative project by County, tie-in with outside projects, etc.)

If yes, explain: Construction (Curbs and overlay on Linwood Ave.) By County Forces.

Remarks re Section I: County wishes to receive and approve signalization plans.
County wishes to include signal data: (1), (2), and (3), (see attached sheet).

II. BRIDGE PROJECT DATA - NOT APPLICABLE

1. Name of river or stream ____

2. Name of bridge ____

3. Location (please attach map with location marked): ____
Section ____ Township ____ Range ____ W.M.

4. Desired width of bridge ____
(NOTE: Standard width of FAS structure is traveled way plus full shoulders or 32', whichever is greater.)

5. Are sidewalks desired? Yes ____ No ____
Upstream ____ Downstream ____ Width ____

No. 21 (Continued):

(1) CONTROLLER

2 Ø full actuated - solid state - pedestal mounted
Example: Controller D-2006 Econolite

(2) DETECTOR

Presence Lane Loop 2-lanes each approach
Min 90' length Inside loops to be locking type
Outside loops to be non-locking type 4 amplifiers needed
for loops - pedestrian push buttons each corner

(3) SIGNAL HEAD

12"R--8"A--8"G Signalhead - Span mounted each lane -
Pedestrian signal pole mounted each corner

6. Does County wish a particular type of bridge design? Yes ____ No ____
(Such as concrete, steel, or timber structure; concrete, steel, or timber piling; etc. ____________________
____
____
____

7. Will County furnish any materials for bridge? Yes ____ No ____
Explain ____________________
____
____
____

8. Foundation Testing: By County? Yes ____ No ____
By State? Yes ____ No ____

9. Can road be closed during construction? Yes ____ No ____

10. Detour:
Required? Yes ____ No ____
By County? Yes ____ No ____
By Contractor? Yes ____ No ____

11. Approaches or Connections: By County? Yes ____ No ____
By Contractor? Yes ____ No ____
Traveled surface: Type ________ Width ________
Shoulders: Type ________ Width ________
(NOTE: Approach fills for pile bent structures must be in place prior to bridge construction.)

12. Guard Rail: Desired on approaches or connections: Yes ____ No ____
Right side only? Yes ____ No ____
Both sides? Yes ____ No ____
(NOTE: Safety standards require that guard rails be attached to and extend continuously from structure railings. Also, County's approach work must be completed immediately so as not to hinder the contractor's guard rail installation or otherwise delay contract completion.)

13. Existing Structure: Remain in place? Yes ____ No ____
Use for detour? Yes ____ No ____
Removed by County? Yes ____ No ____
Removed by Contractor? Yes ____ No ____
Salvaged by Contractor for County? Yes ____ No ____
(NOTE: If existing bridge salvaged by Contractor for County, County must pay 100% of salvage value of structure.)

14. If riprap or rock blanket required, to be:
By County? Yes ____ No ____
By Contractor? Yes ____ No ____

15. Will any of the following utilities be attached to this structure?

- a. Water mains: Yes ___ No ___ Size ______
  - Company ______
- b. Sanitary sewer mains: Yes ___ No ___ Size ______
  - Company ______
- c. Storm sewer: Yes ___ No ___ Size ______
  - Company ______
- d. Gas mains : Yes ___ No ___ Size ______
  - Company ______
- e. Power lines: Yes ___ No ___
  - Company ______
- f. Telephone lines: Yes ___ No ___
  - Company ______
- g. Other Utilities: ______

16. Does County wish provisions made for future utility attachment to structure? Yes ___ No ___

17. Does County wish lightpost bases & conduit installed? Yes ___ No ___

18. Does County wish complete job of illumination in project? Yes ___ No ___

19. Is project contingent upon other factors? Yes ___ No ___
(Such as construction and timing, cooperative project by County, tie-in with outside projects, etc.)
If yes, explain: ______

Remarks re Section II: ______

III. SURVEY DATA

1. Survey, including bridge and railroad vicinity maps, to be done:
   By State? Yes X No ___
   By County? Yes ___ No ___
   (NOTE: If project is canceled, County must pay for survey.)

2. Does County have any survey data? Yes X No ___

3. Construction plans and specifications to be prepared:
   By State? Yes X No ___
   By County? Yes ___ No X

Remarks re Section III: County has prepared a site map which is included with this application.

IV. RIGHT-OF-WAY & UTILITIES DATA

1. What is width of existing right-of-way? Maximum 60 Minimum ______

2. Is any additional right-of-way needed? Yes _____ No X

3. Will right-of-way be acquired by: Resolution _____ or Deed _____

4. Should State prepare options? Yes _____ No _____

5. Should State prepare centerline descriptions for acquiring right-of-way by resolution? Yes _____ No _____

6. Should material source site be included in right-of-way descriptions? Yes _____ No _____

7. Is there any merchantable timber on right of way? Yes _____ No _____

8. Will timber be reserved for owner? Yes _____ No _____

9. Will timber become property of contractor? Yes ___ No _____

10. Is a hearing necessary? Yes _____ No _____
(NOTE: If right-of-way is procured, if function of roadway is changed, an opportunity for a hearing must be afforded.)

11. Are there any utilities (electric, water, gas, sewer, etc.,) on private land? Yes _____ No _____
If yes, give type and name of utility company: ______________________
____
____

12. Are there any utilities (electric, water, gas, sewer, etc.) on existing right-of-way? Yes _____ No _____
If yes, give type and name of utility company: ______________________
____
____

13. Are utilities on existing right-of-way by permit _____ or by franchise _____
(NOTE: County must move all utilities located on present right-of-way.)

14. Are there any irrigation facilities: Yes _____ No _____
If yes, give name of irrigation company or district ______________________________ and dates between which water can be turned off: From ______________ To ______________

15. Are there any railroad crossings? Yes _____ No _____

16. Name of Railroad ______________________________________

17. Number of tracks: Mainline ______ Siding ______ Total ______

18. Sight Distance: ____________ (Left) ____________ (Right)

19. Number of Trains: Passenger ________ Speed ____________
Freight ________ Speed ____________

20. Angle of Intersection: ____________________________

21. Type of Existing Crossing: Grade ____
Overcrossing ____
Undercrossing ____

22. Existing Protection:
Advance warning signs ____ Automatic flashing ____ Stop signs ____
Crossbucks ____ Automatic bell ____ Gates ____

23. Proposed Protection: ____________________________
____

24. Are there to be stopping lanes for buses and trucks, etc.
Yes ____ No ____

25. Will railroad crossing be altered? Yes ____ No ____
If yes, specify: ____________________________

26. Traffic Control Signing:
To be part of project? Yes ____ No X
By County? Yes X No ____
By State at County expense? Yes ____ No ____
(NOTE: These signs must be in place prior to acceptance.)

27. Striping:
To be part of project? Yes ____ No X
By County? Yes X No ____
By State at County expense? Yes ____ No ____
(NOTE: Striping must be completed prior to acceptance.)

28. Does County wish State to prepare P.U.C. hearing data? Yes ____ No ____

29. Will P.U.C. application be made by State ____, or County ____?
(NOTE: County must plead or argue its own case at all P.U.C. hearings.)

30. Will there be any displaced persons from farms, homes, or businesses requiring relocation assistance? Yes ____ No ____
(NOTE: No property owner shall be required to move from his home, farm, or business without at least 90 days' written notice prior to the intended vacation date.)

Remarks re Section IV ____________________________
____
____
____

V. MATERIAL SOURCES DATA

1. Gravel ________ Quarry ________ Cinders ________

2. Owner: County ____ State ____ Private ____ Other ____

3. Location: ________ Section ____ Township ________ Range ________ W.M.

4. If County lease, what are royalty payments? ________

5. Materials furnished by County: Borrow ____ Select Topping ____
   Base Course ____ Level Course ____ Mineral Aggregates ____
   Location ________
   Miscellaneous Items: ________

Remarks re Section V ________

VI. FINANCIAL DATA

1. Estimated Cost: $ 12,500.00

2. Available FAS Funds: $ 909,166.00

3. Date match money is available: Immediately.

4. Will there be any 100% County money? Yes ____ No X

5. Maximum amount of 100% County money available: $ None

6. Date County requests letting: As soon as possible.

Remarks re Section VI ________

UNUSUAL OR COMPLICATED CIRCUMSTANCES: ________

This application is not complete without an attached exhibit showing location of project.

By Fred Stefani
~~County Judge or~~ Comm. Chairman

By Thomas D. Telford
County Commissioner

By ________
County Commissioner

By ________
County Engineer or Roadmaster

County ________
Date ________

O.S.H.D. Field Engineer

Date Aug. 29 1969

4-3333 Fort Stevens State Park, 1969
W. of Astoria
#7327 (Park buildings)

RECEIVED
JUL 9 - 1971
FOR FILING

4-3333
7327

July 9, 1971

Myatt, Bolliger, Hampton & Froerksen
Attorneys at Law
4250 S. W. Cedar Hills Boulevard
Beaverton, Oregon 97005

Attention: Richard A. Sly

Gentlemen:

As requested in your letter of July 8, 1971, we have attached the Contract and Bond Pages for Contract No. 7327, awarded to All-City Landscape, Inc., and Contract No. 7332, awarded to Robert L. Divine.

On Contract No. 7327, we filed in our office on September 14, 1970, a Notice of Claim from Interpace Corporation in the amount of $2,078.99. This claim was filed with the Secretary of State on September 28, 1970, under his File No. 4546.

On Contract No. 7332, we received a Notice of Claim from Interpace Corporation on September 14, 1970, in the amount of $2,078.99. This claim was filed with the Secretary of State September 28, 1970, under his File No. 4547.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:dr
Attachment

MYATT, BOLLIGER, HAMPTON & FREERKSEN
ATTORNEYS AT LAW
4250 S.W. CEDAR HILLS BLVD.
BEAVERTON, OREGON 97005

LEWIS E. MYATT
RALPH BOLLIGER
LEWIS B. HAMPTON
KARL W. FREERKSEN, JR.
RICHARD A. SLY
LOU WILLIAMS

TELEPHONE
646-7171

July 8, 1971

SUBJECT: All-City Landscape contract 7327
Robert L. Divine contract 7332

State of Oregon
Highway Department
Highway Building
Salem, Oregon 97310

Gentlemen:

This office represents Interpace Corporation with whom you have had previous communication regarding the above contracts.

Enclosed please find affidavits on the above two contracts for purposes of obtaining certified copies of the bond and contract appropriate and applicable.

If there is any charge, please bill this office at the time you forward the materials. Please also confirm that you have filed notices of claim from Interpace dated September 14, 1970, with the Secretary of State under file Nos. 4547 (Divine) and 4546 (All-City).

Yours very truly,

Richard A. Sly

RAS:jh
Enclosures

RECEIVED
JUL 9 1971
OREGON
STATE HIGHWAY COMMISSION

IN THE MATTER OF THE OREGON)
STATE HIGHWAY COMMISSION) AFFIDAVIT
Fort Stevens State Park Project)

I, RICHARD A. SLY, of attorneys for and acting as agent of Interpace Corporation, for the purpose of obtaining information regarding the following claim, duly sworn, depose and say:

I.

Tile and materials in the value of $1,917.00 owned by Interpace Corporation were supplied to Norm's Tile Shop, P. O. Box 1307, Medford, Oregon 97501 (hereinafter called Norms) as subcontractor to All-City Landscape, Inc., 29 N.E. 148th Avenue, Portland, Oregon 97230 (hereinafter called All-City), the contractor hired by the Oregon State Highway Commission to provide materials and perform work on state highway project Contract No. 7327, Park Buildings, at Fort Stevens State Park, Clatsop County, under bond of the United States Fidelity & Guaranty Co., which project was accepted by the Highway Commission July 3, 1970. The aforesaid sum of $1,917.00 has not nor has any part thereof been paid.

II.

Notice of claim has been filed pursuant to ORS 279.526 and 279.528.

III.

Affiant asserts the foregoing and by this affidavit further demands pursuant to ORS 279.512, 514 and 515, from the Oregon State Highway Commission certified copies of the contract and bond referred to above.

Richard A. Sly

SUBSCRIBED AND SWORN to before me this 8 day of July, 1971.

Notary Public for Oregon
My commission expires: 3-8-75

AFFIDAVIT

RECEIVED
OCT 5 - 1970

C

FOR FILING

4-3333
7327

All-City Landscape, Inc.
29 N. E. 148TH AVENUE
PORTLAND, OREGON 97230
TELEPHONE 252-3636

September 29, 1970

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Highway Building
Salem, Oregon 97310

Subject: Ft. Stevens State Park
Contract No. 7327

Dear Mr. Query:

We are in receipt of a copy of your letter dated September 25, 1970, to Interpace Corporation in Seattle, Washington.

We are enclosing a copy of our check #3293 dated July 28, 1970, which was written jointly payable to Norm's Tile Company and Interpace Corporation. This was in agreement with both parties as it was to assure Interpace that they would be reimbursed for the material that was supplied on the above contract.

no inc. fiv

However, as check indicates, endorsement was only made by Norm's Tile Company, which was in error by the Crater National Bank of Medford, Oregon.

We have turned this matter over to the U. S. National Bank, Menlo Park Branch, 122nd & N. E. Glisan, Portland, Oregon. Any further correspondence regarding this matter should be directed to the U. S. National Bank, to the attention of Jim Lillis. We have been assured that the responsibility lies with the Crater National Bank of Medford and Norm's Tile Company and payment for materials supplied by Interpace will be taken care of by these parties.

Yours very truly,

All-City Landscape, Inc.

By Clifford H. Paul
Clifford H. Paul

CHP:lo
cc: U. S. Fidelity & Guaranty Company
Oregon Bank Building, Portland, Oregon

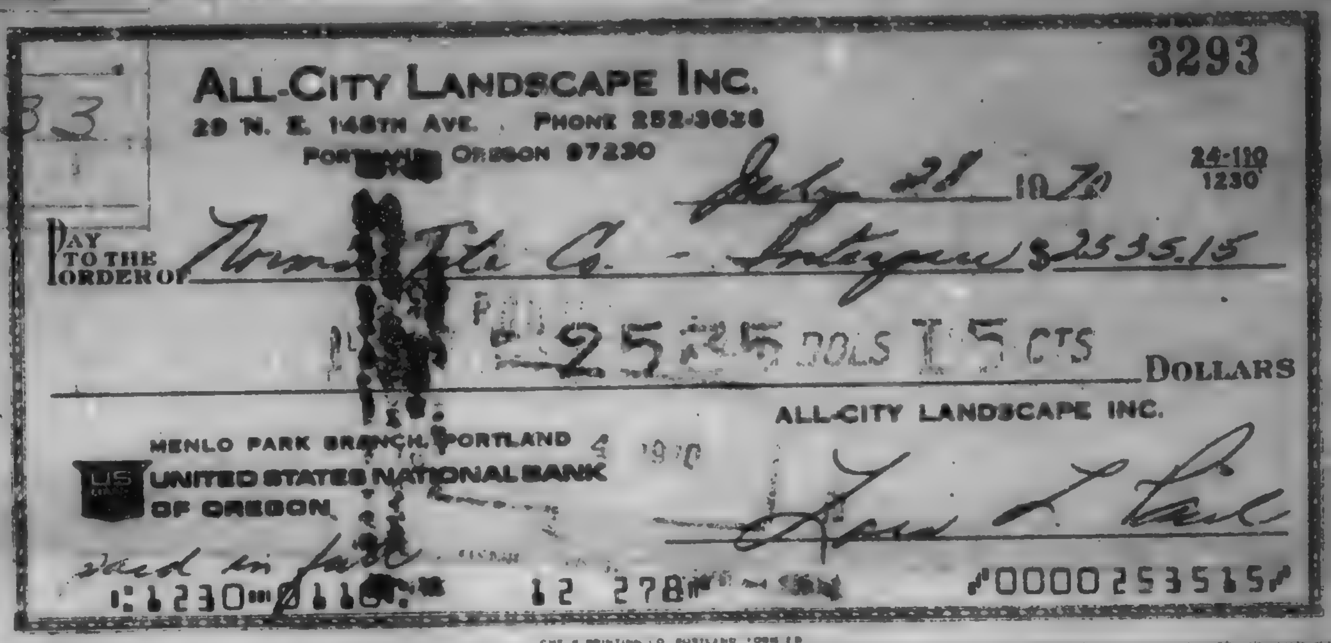
Interpace Corporation
945 Elliot Ave. West, Seattle, Wn. Attn: R. E. Farley

RECEIVED
SEP 0 1970
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

RECEIVED
OCT 2 - 1970

4-3333
7327


3293

ALL-CITY LANDSCAPE INC.
29 N. E. 148TH AVE. PHONE 252-3626
PORTLAND, OREGON 97230

July 28 1970

24-110
1230

PAY TO THE ORDER OF [illegible] Tile Co. - [illegible] $2535.15

25 35 DOLS 15 CTS DOLLARS

ALL-CITY LANDSCAPE INC.

MENLO PARK BRANCH, PORTLAND
UNITED STATES NATIONAL BANK OF OREGON

paid in full

1230 0110 12 278 0000253515

Ck ✓

Contract No. 7327

NOTED
LLOYD QUERY

per our letter of 9/29/70
Cliff H. Paul

NOTED
C. W. HEAD

ALL-CITY LANDSCAPE, INC.
29 N. E. 148th AVENUE
PORTLAND, OREGON 97230

RECEIVED
OCT 1 - 1970
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 1 - 1970
OREGON
STATE HIGHWAY COMMISSION

OCT 14 1970 Claim # 4546

FOR FILING

file

RECEIVED
SEP 28 9 24 AM '70
CLAY MYERS
SECRETARY OF STATE

OREGON STATE
HIGHWAY DIVISION

4-3333
7327

HIGHWAY BUILDING • SALEM, OREGON • 97310

September 25, 1970

Interpace Corporation
945 Elliott Avenue West
Seattle, Washington 98119

Attention: Mr. R. E. Farley
Regional Credit Manager

Gentlemen:

This is to acknowledge receipt of your letter of September 14 informing us that Norm's Tile Shop owes you $1,917 for tile.

This appears to be in reference to the All-City Landscape Contract No. 7327 for park buildings in Fort Stevens State Park in Clatsop County.

The United States Fidelity and Guaranty Company furnished the performance bond on this contract which is given to assure completion of the contract and payment of all bills incurred in it. We will advise them of the receipt of your claim and we will also forward it to the Secretary of State for filing.

Please let us know when your claim has been paid.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc United States Fidelity
and Guaranty Co.
All-City Landscape Inc.

bc Hon. Clay Myers- Please acknowledge receipt of the attached claim on the enclosed copy of this letter. ✓

Commission

RECEIVED
SEP 28 1970
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

INTERPACE
CORPORATION

September 15, 1970

Ocer file
~~Letter~~

Mr. C. W. Head, Asst. Sec.
Oregon State Highway Commission
Highway Building
Salem, Oregon 97310

Dear Mr. Head:

Regarding Norm's Tile Shop, Central Point, Oregon, enclosed you will find our claims on the two jobs he did for the State of Oregon. I have tried numerous ways to collect this from Norm's Tile Shop, but to no avail. I am, therefore, asking that these claims be filed as per your letter.

I wish to thank you at this time for your past consideration regarding this matter and if any other information is needed, please feel free to contact me personally.

Very truly yours,

INTERPACE CORPORATION

R E Farley
R. E. Farley
Regional Credit Manager

REF/mj

RECEIVED
SEP 16 1970
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

945 ELLIOTT AVENUE W., SEATTLE, WASHINGTON 98119 206-282-0330 TELEX: 32448

INTERPACE
CORPORATION

September 14, 1970

State of Oregon
Highway Department
Highway Building
Salem, Oregon 97310

Gentlemen:

Notice is hereby given that the undersigned, INTERPACE CORPORATION, has a claim for tile furnished to Norm's Tile Shop, in the amount of $1,917.00. against the bond taken from Norm's Tile Shop and United States Fidelity & Guarantee Company, for the work at Fort Stevens State Park Clatsop County, of which the bond was taken.

Very truly yours,

INTERPACE CORPORATION

R. E. Farley

R. E. Farley
Regional Credit Manager

REF/mj

RECEIVED
SEP 16 1970
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

945 ELLIOTT AVENUE W., SEATTLE, WASHINGTON 98119 206-282-0330 TELEX: 32448

[illegible]
AUG 14 1970
FOR FILING

4- 3333
7327

August 14, 1970

Interpace Corporation
945 Elliott Avenue W.
Seattle, Washington 98119

Attn: R. E. Farley
Credit Manager

Gentlemen:

This is in reply to your letter of August 7 and our recent telephone conversation concerning the money due you from Norm's Tile Shop for material used on the Oregon Highway Department rest stations.

From the description given over the phone, your material appears to have been furnished on the following State Highway Contracts:

Contract No. 7327, All-City Landscape, Inc., park buildings, Ft. Stevens State Park, Clatsop County.
Surety - United States Fidelity & Guaranty Co.
Accepted by Commission July 3, 1970.

Contract No. 7332, Robert L. Divine, builder, utility building, Jessie M. Honeyman State Park, Lane County.
Surety - General Insurance Company of America.
Accepted by Commission July 2, 1970.

You indicated that you had recently received a letter from Norm's Tile Shop in Central Point indicating that they would be paying you in the near future. If it becomes necessary for you to file a claim for material furnished on these two contracts, we are attaching excerpts from the Oregon Revised Statutes relating to public contracts. Information relating to the execution and contents of notice of claim is outlined on page 2 and 3 of the excerpts.

Upon receipt of notice of claims in this office, we will forward them to the Secretary of State for filing and advise the surety, agent, and principal contractor.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH:kl

INTERPACE
CORPORATION

August 7, 1970

Tel-call to Farley - 8/12/70

All City Landscape

#7327 Ft. Stevens job
Clatsop Co.

#7332 Honeymon job
Lane Co.
Robert L. Divine

Oregon State Highway Department
Salem, Oregon

Attention: Secretary

Dear Sir:

On June 20, 1970, I sent to Mr. Norm Sweetland, of Norm's Tile Shop, Central Point, Oregon a letter regarding the material used on the State of Oregon Highway Department Rest Stations as per your request. Since I have had no correspondence from Mr. Sweetland, I would appreciate it very much if you would advise me the name of the Bonding Company which handled the bond on the above mentioned jobs, as it appears we have no other recourse but to go to the bonding company due to the lack of Mr. Sweetland's cooperation. ?

Your prompt attention in this matter would be greatly appreciated. If any other information is needed, please feel free to contact me personally.

Very truly yours,

INTERPACE CORPORATION

R E Farley
R. E. Farley
Credit Manager

REF/mj

cc: Norm's Tile Shop
528 Freeman Road
Central Point, Oregon

Cec

NOTED
C. W. HEAD

RECEIVED
AUG 10 1970
OREGON
STATE HIGHWAY COMMISSION

945 ELLIOTT AVENUE W., SEATTLE, WASHINGTON 98119 206-282-0330 TELEX: 32448

June 30, 1970

Norm's Tile Shop
528 Freeman Road
Central Point, Oregon

Dear Mr. Sweetlund:

This is again to advise you that we have not received the money for the material delivered to you for the Rest Station jobs for The State of Oregon Highway Department in the amount of $3,905.99. Since these invoices were originally billed in March, I must, therefore, asked that you remit the above amount to clear these invoices, otherwise, it will be necessary for me to contact the Bonding Company regarding this matter.

I will expect to hear from you no later than Wednesday, July 8, 1970.

Very truly yours

INTERPACE CORPORATION

R. E. Farley
Credit Manager

REF/mj

cc: Oregon State Highway Department ✓
Salem, Oregon
Attn: Secretary

RECEIVED
JUL 2 - 1970
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

RECEIVED
JUL 6 - 1970
FOR FILING

4-3333
7327

July 3, 1970

Oregon State Highway Commission

Gentlemen:

Work was completed May 28, 1970, on Contract No. 7327. The contract was with All-City Landscape, Inc., and was for park buildings in Fort Stevens State Park in Clatsop County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective July 3, 1970, and that you concur in this procedure at the Commission meeting on July 7.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

R. L. Porter
State Highway Engineer

cc Floyd Query
Tom Edwards
Lloyd P. Shaw
F. B. Klaboe
A. E. Johnson
Victor D. Wolfe
V. E. Skoog
F. D. Morgan
I. D. Merchant
L. E. Young
R. D. Asburry

srb fn

RECEIVED
JUL 6 - 1970

FOR FILING

4-3333
7327

July 3, 1970

U. S. Fidelity and Guaranty Co.
201 Oregon Bank Building
Portland, Oregon 97204

Gentlemen:

Contract No. 7327 awarded to All-City Landscape, Inc., for park buildings in Fort Stevens State Park in Clatsop County was completed on May 28, 1970, and accepted by the Highway Commission on July 3, 1970.

Final payment in the amount of $3,800 will be released to the contractor after July 10, 1970. The total contract amount is $76,212.20 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

Sm
cc All-City Landscape, Inc.
29 N.E. 148th Ave.
Portland, Oregon 97230

Frank Morgan
Ivan Merchant
V. E. Rhoeg
Attn: John Kerr
R. D. Asberry

4-3333
7327
C

FORM E-1 (REV. 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Fort Stevens State Park

WEEK ENDING: June 6, 1970

SECTION PREFIX: 4-3333

HIGHWAY: State Park

COUNTY: Clatsop

NAME OF JOB: Fort Stevens State Park

KIND OF WORK: Park Buildings

CONTRACTOR: All-City Landscape, Inc.

CONTRACT NUMBER: 7327

FEDERAL AID PROJECT NUMBER: State

DATE OF CONTRACT: Dec. 23, 1969

DATE WORK STARTED: Jan. 6, 1970

ESTIMATED COMPLETION DATE: May 28, 1970

AVERAGE FORCE ON PROJECT FOR THE WEEK:

MEN:
SUPERVISION:

SPECIFIED WORK DAYS:

WORK DAYS USED:

SPECIFIED CALENDAR DAYS:

CALENDAR DAYS USED:

PROJECT AUTHORIZATION: $88,852.00

SPECIFIED COMPLETION DATE: May 31, 1970

PERCENT OF TIME ELAPSED: 97

EXCLUSIVE OF ENGINEERING: $81,092.00

ENGINEERING AUTHORIZATION: $7,760.00

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $81,092.00

ENGINEERING COST TO DATE: $7,888.00

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100

ESTIMATED PERCENT: OVERRUN / UNDERRUN 0 %

PERCENT OF AUTHORIZATION: 101.65%

DATE PROJECT WAS COMPLETED: May 28, 1970

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	Fair			
MONDAY	Fair			
TUESDAY	Fair			
WEDNESDAY	Cloudy			
THURSDAY	Fair			
FRIDAY	Fair			
SATURDAY				

Routing
Morgan
Ducker
Bond
Walker
Boehnke
Johnsen

[illegible]
Swan
Glenn
Litchfield
Gallagher
Stein

RECEIVED
JUN 8 1970
CONSTRUCTION
DIVISION

BEN GIFFORD

NOTED
R. D. CHURCH

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY 5-31	
MONDAY 6-1	
TUESDAY 6-2	
WEDNESDAY 6-3	
THURSDAY 6-4	
FRIDAY 6-5	
SATURDAY 6-6	

REMARKS

Working on Semi-Final and awaiting certifications and certificate of inspection letters from the contractor.

SIGNED Charles W. E[illegible] LOCATION Astoria

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

RECEIVED
JAN 19 1970
FOR FILING

4- 3333

7327

January 19, 1970

All-City Landscape, Inc.
29 N.E. 148th Avenue
Portland, Oregon 97230

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract No. 7327 for park buildings in the Fort Stevens State Park in Clatsop County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]
Enclosure

cc: U. S. Fidelity & Guaranty Co.
F. D. Morgan
D. J. Barbee
I. D. Merchant
David Talbot
R. D. Asburry
Vernon Small

RECEIVED
DEC 31 1969
FOR FILING

4-3333

7327

December 31, 1969

All-City Landscape, Inc.
29 N.E. 148th Avenue
Portland, Oregon 97230

Gentlemen:

Enclosed are three copies of Contract No. 7327 for $77,600 awarded to you by the State Highway Commission on December 23, 1969. This contract is for park buildings in Fort Stevens State Park in Clatsop County.

Two of these copies should be signed on the contract and bond pages and returned to this office for completion. Please follow exactly the instructions given on the blue slip attached to the contract.

The third copy of the contract stamped "Advance Copy to be Retained by Contractor" is furnished for your information pending receipt of a fully executed copy.

The completion date on this contract is May 31, 1970.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cr
Enclosures

bc: F. D. Morgan
D. J. Barbee
I. D. Merchant
William Geibel (S&IF)
David Talbot
R. D. Asburry
Vernon Shull

RECEIVED
DEC 24 1969

4-3333
7327

December 24, 1969

All-City Landscape, Inc.
29 N.E. 148th Avenue
Portland, Oregon 97230

Gentlemen:

The State Highway Commission on December 23 awarded to you State Highway Contract No. 7327 for park buildings in the Fort Stevens State Park in Clatsop County.

This award was based on your bid of $77,600 which was the low bid submitted to the Commission on December 18 for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc

bc: Frank Morgan
D. J. Barbee
I. D. Merchant
William Geibel (SAIF)
David Talbot
R. D. Asburry
Vernon Shull

6-3329 William M. Tugman State Park, 1969
S. of Reedsport
#7328 (Utility building)

AUG 13 1970

6-3329
7328

August 13, 1970

Oregon State Highway Commission

Gentlemen:

Work was completed May 31, 1970, on Contract No. 7328. The contract was with James A. Seiwald and was for a utility building on the William M. Tugman State Park Section in Coos County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective August 13 and that you concur in this procedure at the Commission meeting on August 18.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

R. L. Porter
State Highway Engineer

cc: Floyd Query
Tom Edwards
A. E. Johnson
Lloyd P. Shaw
E. S. Hunter
Victor D. Wolfe
David G. Talbot
Ivan Merchant
L. H. Young
F. D. Morgan
V. E. Skoog
C. T. Keasey

sr

RECEIVED
AUG 14 1970

FOR FILING

6-3329

7328

August 13, 1970

United Pacific Insurance Company
P. O. Box 1216
Tacoma, Washington 98401

Gentlemen:

Contract No. 7328 awarded to James A. Seiwald for a utility building in William M. Tugman State Park in Coos County was completed on May 31, 1970, and accepted by the Highway Commission on August 13, 1970.

Final payment in the amount of $2,668.45 will be released to the contractor after August 20, 1970. The total contract amount is $52,124.19 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc James A. Seiwald
186 Hollow Stump Road
North Bend, Oregon 97459

Frank Morgan
Ivan Merchant
V. E. Skoog
  Attn: John Herr
G. C. Keasey

6-3329
7328

C

FORM E-1 (REV. 10-60)

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: William M. Tugman State Park	WEEK ENDING: June 6, 1970	SECTION PREFIX: 6-3329
HIGHWAY:	COUNTY: Coos	
NAME OF JOB: William M. Tugman State Park	KIND OF WORK: Utility Building	
CONTRACTOR: James A. Schuld	CONTRACT NUMBER: 7328	FEDERAL AID PROJECT NUMBER: State
DATE OF CONTRACT: December 23, 1969	DATE WORK STARTED: January 8, 1970	ESTIMATED COMPLETION DATE: May 31, 1970
AVERAGE FORCE ON PROJECT FOR THE WEEK:	SPECIFIED WORK DAYS:	WORK DAYS USED:
MEN: SUPERVISION: 1	SPECIFIED CALENDAR DAYS:	CALENDAR DAYS USED:
PROJECT AUTHORIZATION: $61,107.49	SPECIFIED COMPLETION DATE: May 31, 1970	PERCENT OF TIME ELAPSED: 100
EXCLUSIVE OF ENGINEERING: $55,770.59	ENGINEERING AUTHORIZATION: $5,336.00	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $52,124.19	ENGINEERING COST TO DATE: $5,100.00	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100
ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN 6.5 %	PERCENT OF AUTHORIZATION 96 %	DATE PROJECT WAS COMPLETED: May 31, 1970

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK: 1 - portable power plant.

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY 31	Clear			
MONDAY 1	"			
TUESDAY 2	"			
WEDNESDAY 3	Overcast			
THURSDAY 4	"			
FRIDAY 5	Clear			
SATURDAY 6				

Routing
Morgan
Decker
Bond
Walker
Boehme
Johnsen
Pease
Swan
Glenn
Litchfield
Gallagher
Stein

RECEIVED
JUN 8 1970
CONSTRUCTION DIVISION

BEN GIFFORD

NOTED
R. D. CHURCH

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY 31	Applying 2nd coat of stain to glu-lam beams. General touchup & cleanup.
MONDAY 1	No activity.
TUESDAY 2	No activity.
WEDNESDAY 3	No activity.
THURSDAY 4	Inspections made today by the State Fire Marshall And State Boiler Inspector.
FRIDAY 5	No further activity.
SATURDAY	

REMARKS

Electrical system, hot water system and plumbing pressure test remain but cannot be conducted until Parks Dept. has installed electrical and water services.

Semi-final Estimate to be submitted on or about June 25, 1970.

SIGNED Eugene H. Ash LOCATION Coquille

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP*F216

RECEIVED
JAN 14 1970
FOR FILING

6-3329

7328

January 13, 1970

Mr. James A. Seiwald
186 Hollow Stump Road
North Bend, Oregon 97459

Dear Mr. Seiwald:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract No. 7328 for a utility building in the William M. Tugman State Park in Coos County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

Enclosure

cc: United Pacific Insurance Company, Portland and Tacoma
D. J. Barbee
F. D. Morgan
I. D. Merchant
David Talbot
C. T. Keasey
Eugene Ash

RECEIVED
DEC 5 - 1969
FOR FILING

6-3329

7328

January 2, 1970

Mr. James A. Seiwald
106 Hollow Stump Road
North Bend, Oregon 97459

Dear Mr. Seiwald:

Enclosed are three copies of Contract No. 7328 for $53,366.99 awarded to you by the State Highway Commission on December 23, 1969. This contract is for a utility building in the William M. Tugman State Park in Coos County.

Two of these copies should be signed on the contract and bond pages and returned to this office for completion. Please follow exactly the instructions given on the blue slip attached to the contract.

The third copy of the contract stamped "Advance Copy to be Retained by Contractor" is furnished for your information pending receipt of a fully executed copy.

The completion date on this contract is May 31, 1970.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cr
Enclosures

bc: F. D. Morgan
D. J. Barbee
I. D. Merchant
William Geibel (SAIF)
David Talbot
C. T. Keasey
Eugene Ash

D ECEIV
DEC 24 1969

6-3329
7328

December 24, 1969

Mr. James A. Seiwald
186 Hollow Stump Road
North Bend, Oregon 97459

Dear Mr. Seiwald:

The State Highway Commission on December 23 awarded to you State Highway Contract No. 7328 for a utility building in the William M. Tugman State Park in Coos County.

This award was based on your bid of $53,368.99 which was the low bid submitted to the Commission on December 18 for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cr

bc: Frank Morgan
D. J. Barbee
I. D. Merchant
William Geibel (SAIF)
David Talbot
C. T. Keasey
E. H. Ash

14-3317 Viento State Park, located 1969
7 miles west of Hood River.
#7329 (Utility building)

RECEIVED
OCT 12 1970

FOR FILE
14-3317
7329

October 9, 1970

United States Fidelity & Guaranty Co.
Portland Office
201 Oregon Bank Bldg.
Portland, Oregon 97204

Gentlemen:

A post-final payment for $450 will be made to W. B. Frederick Construction on Contract No. 7329 for a utility building in Viento State Park in Hood River County as soon as the warrant is prepared.

The total amount paid on this contract will be $90,863.47 including the post-final payment. No force account work was performed on this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

dr

cc W. B. Frederick Construction
Route 1, Box 16
Hood River, Oregon 97031

bc Frank Morgan
Ivan Merchant
V. E. Skoog
Attn: John Herr
J. F. Putnam

RECEIVED
NOV 12 1970

FOR FILE

14-3317

7329

October 8, 1970

[illegible]. B. Frederick Construction
Route 1, Box 16
Hood River, Oregon 97031

Gentlemen:

The State Highway Commission at its meeting on September 30, 1970 considered your request that the completion date be advanced to June 16, 1970, on Contract No. 7329 for work in Viento State Park.

Careful consideration was given to the reasons you submitted. However, in light of the available facts and the provisions of the contract, the Commission granted you an extension of 6 days without assessment of liquidated damages.

If there are pertinent facts which have not yet been considered, you should contact the Resident Engineer, the Division Engineer, or the Construction Engineer in the Salem Office.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

bc F. D. Morgan
V. E. Skoog
L. W. Rulien
Enrique Rodriquez

RECEIVED
AUG 25 1970

FOR FILE

14-3317
7329

August 24, 1970

Oregon State Highway Commission

Gentlemen:

Request for Extension of Time
No. 1
September 29, 1970 meeting

W. B. Frederick Construction, contractor for the construction of facilities at Viento State Park in Hood River County, Contract 7329, has requested that the date for completion of the work be advanced from the specified date of May 31, 1970, to the actual completion date, June 16, 1970 (a total of 16 days), without the assessment of liquidated damages. The contractor contends that a change in plans for the grades for the building and a trucking strike, which delayed delivery of some of the plumbing materials prevented him from completing the work on time.

The contractor was delayed a total of six days due to conditions beyond his control. These consisted of four days in performing extra work involved in a plan change for the building floor line and two days because of late delivery of plumbing materials due to a truck strike.

The remaining ten days of the delay were consumed in procuring and installing several items of the rest room partitions that were omitted from the original order. This is not a reason for an extension of time without assessment of liquidated damages.

I recommend that the contractor be granted an extension of six days without assessment of liquidated damages and that he be assessed liquidated damages for ten days. This amounts to an assessment of $750.

This matter will be on the agenda for your consideration at the September 29 meeting.

Very truly yours,

R. L. Porter
State Highway Engineer

cc: Floyd Query
Tom Edwards
A. E. Johnson
F. D. Morgan
Victor D. Wolfe
V. E. Skoog
L. W. Rulien

CAG:ag sr

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 7329 Contractor W. B. FREDERICK CONSTRUCTION

Highway —— *

Section Viento State Park

Kind of Work Utility Building

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or **GRANTED**. The reasons for such recommendation are as follows:

Grant six days without assessment of liquidated damages because of extra work added and late delivery of plumbing materials due to a truck strike. Assess liquidated damages for the remaining ten days.

RECEIVED
AUG 7 1970
BRIDGE DIVISION

Recommended for Approval:

Allan C Howard
Division Engineer

Ivan D Merchant
~~Construction Engineer or~~
Bridge Engineer

A E Johnson
Asst State Highway Engineer

Contract No. 7329

Project designation State
State-Federal

Date awarded December 23, 1969

Work started February 2, 1970

Per cent completed 100%, June 16, 1970
Date

Specified Completion date: ~~No. of Workdays Allowed~~ May 31, 1970

Completion Date ~~No. of Workdays Used~~ June 16, 1970

No. of Added Workdays Requested 16

[illegible]

B-380 (Rev.)—5M—9-64

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon 97310

Date July 27, 1970

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 151 days to 167 days, within which to complete our Contract No. 7329, without the assessment of liquidated damages. The said contract is described as follows: Viento State Park Utility Bldg.

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: Feb.13th to 15th, extra fill, and grading. Two days requested. Teamsters strike, preventing delivery of plumbing fixtures, Fourteen days requested.

Respectfully submitted,

W.B. Frederick Construction
Contractor

By William B. Frederick
William B. Frederick

CONSENT OF SURETY

Date July 28, 1970

We, UNITED STATES FIDELITY AND GUARANTY COMPANY, as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

John D. Minto
Attorney-in-fact John D. Minto

(SEAL)

Resident Agent

RECEIVED
AUG 13 1970
FOR FILING

14-3317
7329

August 10, 1970

Oregon State Highway Commission

Gentlemen:

Work was completed June 16, 1970, on Contract No. 7329. The contract was with W. B. Fredrick Construction and was for a utility building on the Viento State Park Section on the Columbia River Highway in Hood River County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective August 10, 1970, and that you concur in this procedure at the Commission meeting on August 18.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

R. L. Porter
State Highway Engineer

cc Floyd Query
Tom Edwards
A. E. Johnson
Victor D. Wolfe
F. D. Morgan
I. D. Marchant
V. E. Skogg
L. H. Young
J. F. Putnam

ms fn

RECEIVED
AUG 11 1970
FOR FILING

14-3317
7329

c

August 10, 1970

U. S. Fidelity and Guaranty Co.
201 Oregon Bank Building
Portland, Oregon 97204

Gentlemen:

Contract No. 7329 awarded to W. B. Frederick Construction for a utility building in Viento State Park in Hood River County was completed on June 16, 1970, and accepted by the Highway Commission on August 10, 1970.

Final payment in the amount of $2,209.35 will be released to the contractor after August 27, 1970. The total contract amount is $50,413.47 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

Sha
cc W. B. Frederick Constr.
Route 1, Box 16
Hood River, Oregon 97031

Frank Morgan
Ivan Merchant
V. E. Skoog
Attn: John Kerr
J. F. Putnam

14-3317
7329

C

FORM 2-1 (REV. 12-66)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Viento State Park

WEEK ENDING: June 27, 1970

SECTION PREFIX: 14-3317

HIGHWAY: ------

COUNTY: Hood River

NAME OF JOB: Viento State Park

KIND OF WORK: Utility Building Construction

CONTRACTOR: W. B. Frederick

CONTRACT NUMBER: 7329

FEDERAL AID PROJECT NUMBER: State

DATE OF CONTRACT: December 23, 1969

DATE WORK STARTED: February 2, 1970

ESTIMATED COMPLETION DATE: ~~[illegible] 1970~~

AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 1 SUPERVISION: 0

SPECIFIED WORK DAYS:

WORK DAYS USED:

SPECIFIED CALENDAR DAYS:

CALENDAR DAYS USED:

SPECIFIED COMPLETION DATE: May 31, 1970

PERCENT OF TIME ELAPSED: 111

PROJECT AUTHORIZATION: $ 59,479.88

EXCLUSIVE OF ENGINEERING: $ 54,285.13

ENGINEERING AUTHORIZATION: $ 5,194.75

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 51,788.50

ENGINEERING COST TO DATE: $ 6,150.25

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100

ESTIMATED PERCENT: OVERRUN / UNDERRUN 4.6 %

PERCENT OF AUTHORIZATION: 118 %

DATE PROJECT WAS COMPLETED: June 16, 1970; Semi Final to be submitted by July 31, 1970

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

1 Pick up; 1 pressure pump with gage

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	8262 B							
PERCENT	100							

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
6-21 SUNDAY	Sunny, Warm	0		
6-22 MONDAY	Sunny, Warm	0		
6-23 TUESDAY	Sunny, Warm	0		
6-24 WEDNESDAY	Sunny, Hot	0		
6-25 THURSDAY	Sunny, Hot	0		
6-26 FRIDAY	Sunny, Hot	0		
6-27 SATURDAY		0		BEN GIFFORD

Routing
Mor
Decke
Bon
Walker
Boehme
Pease
Swan
Litchfield
Stein

RECEIVED
JUL 1 1970
CONSTRUCTION DIVISION

RECEIVED
JUN 29 1970
BRIDGE DIVISION

NOTED
R. D. CHURCH

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

6-21 SUNDAY	No Activity
6-22 MONDAY	No Activity
6-23 TUESDAY	Started two day test on gas heated water supply system
6-24 WEDNESDAY	Continued test started on Tuesday
6-25 THURSDAY	Completed all testing of gas heated water supply system
6-26 FRIDAY	No Activity
6-27 SATURDAY	No Activity Planned

REMARKS

Status

Project Complete and ready for inspection

SIGNED E Rodriguez LOCATION Aloha

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

[illegible]

RECEIVED
JAN 13 1970
FOR FILING

14-3317
7329

January 12, 1970

W. B. Frederick Construction
Route 1, Box 16
Hood River, Oregon 97031

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract No. 7329 for a utility building
in Viento State Park in Hood River County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

er

Enclosure
cc: U. S. Fidelity & Guaranty Co.
F. D. Morgan
D. J. Barbee
I. D. Merchant
David Talbot
L. W. Rulien
Enrique Rodriquez

RECEIVED
DEC 31 1969
FOR FILE

14-3317

7329

December 31, 1969

W. B. Frederick Construction
Route 1, Box 16
Hood River, Oregon 97031

Gentlemen:

Enclosed are three copies of Contract No. 7329 for $51,947.50 awarded to you by the State Highway Commission on December 23, 1969. This contract is for a utility building in the Viento State Park in Hood River County.

Two of these copies should be signed on the contract and bond pages and returned to this office for completion. Please follow exactly the instructions given on the blue slip attached to the contract.

The third copy of the contract stamped "Advance Copy to be Retained by Contractor" is furnished for your information pending receipt of a fully executed copy.

The completion date on this contract is May 31, 1970.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cr
Enclosures

bc: F. D. Morgan
D. J. Barbee
I. D. Merchant
William Geibel (SAIF)
David Talbot
L. W. Rulien
Enrique Rodriques

RECEIVED
DEC 24 1969

14-3317
7329

December 24, 1969

Mr. W. B. Frederick
Route 1, Box 16
Hood River, Oregon 97031

Dear Mr. Frederick:

The State Highway Commission on December 23 awarded to you State Highway Contract No. 7329 for a utility building in the Viento State Park in Hood River County.

This award was based on your bid of $51,947.50 which was the low bid submitted to the Commission on December 18 for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cr

bc: Frank Morgan
D. J. Barbee
I. D. Merchant
William Geibel (SAIF)
David Talbot
L. W. Rulien
Enrique Rodriques

LSS-15-001 Biddle Rd. (Medford) Interch. 1969
(1) on Crater Lake Hwy.
#7330 (Roadside improvement)

RECEIVED
FEB 14 1972

STATE COPY

FORM PR-33C
(REV. 2-69)

cc: OSHD (Morgan)
Region
~~Wash DC~~

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

LSS-15-001(1)
7330

FINAL INSPECTION AND ACCEPTANCE OF FEDERAL-AID PROJECT
CONSTRUCTED UNDER 1954 SECONDARY ROAD PLAN
(PPMs 20-5 and 20-6.1)

1-25-72

INSTRUCTIONS - Submit original and 3 copies to the Public Roads Division Office

NOTICE OF COMPLETION AND ACCEPTANCE BY STATE HIGHWAY DEPARTMENT	STATE Oregon	REGION NO. 10
SIGNATURE F. H. Morgan	COUNTY Jackson	
TITLE Construction Engr.	PROJECT NO. LSS-15-001(1)	
BUREAU OF PUBLIC ROADS INSPECTION MADE BY P. V. Riedl, Area Engineer	DATE OF INSPECTION 7-23-71	
IN COMPANY WITH Bill Brown, Pat Schwartz, C. Keesey, OSHD Clyde Pike and M. Valine, FHWA		
CONTRACTOR'S NAME All-City Landscape, Inc., Portland OR	CONTRACT AMOUNT $ 74,370.50	

NOTED

DESCRIPTION OF IMPROVEMENT AS PROGRAMED	IMPROVEMENT AS CONSTRUCTED				
	ROADBED (*Width* ____ *feet*)			STRUCTURES OVER 20-FOOT SPAN	
	TYPE CODE NUMBER	NET LENGTH (*Miles*)	BASE SURFACING WIDTH (*Feet*)	TYPE CODE NUMBER	NET LENGTH (*Miles*)
Roadside Improvement at the Biddle Road (Medford) Interchange on the Crater Lake Highway	1/003	-	-		

COPY SENT

FEB 4 1972

REGIONAL OFFICE 2-11-72

REFERRED TO

BY ____ STATE HIGHWAY ENGINEER

NOTED
A. E. JOHNSON

04-Const
2-14-72

REMARKS: *The project has been completed in apparent conformity with the state standards and procedures approved in accordance with the 1954 secondary road plan.*

BIDDLE ROAD (MEDFORD) INTERCHANGE
Roadside Improvement

The northerly end of the project is at Station 2352+00. The southerly end of the project is at Station 2364+00 which station is near the Crater Lake Highway structure over the Pacific Highway at the northerly City Limits of Medford. The overall length of the project is 0.23 mile.

The contract was awarded to All-City Landscape, Inc., 29 N.E. 148th Ave., Portland OR 97230 for a contract amount of $74,370.50.

The project was awarded on December 23, 1969. Work started on January 13, 1970 with the project work completed on July 1, 1970. Contract time expired on June 30, 1970 thus one day of liquidated damages has been assessed. The project then went into the establishment period. As the lawn was slow to germinate the work was not accepted until it met the specified requirements.

(more)

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY BUREAU OF PUBLIC ROADS	
SIGNATURE P. V. Riedl		SIGNATURE NOTED TOM EDWARDS R. E. Simpson	
TITLE Area Engineer	DATE 7-23-71	TITLE Division Engineer	DATE 1-25-72

PREVIOUS EDITIONS MAY BE USED UNTIL SUPPLY IS EXHAUSTED

Acceptance was made then on July 23, 1971.

The final contract amount was $76,122.45 which is a 2.4% overrun. The statements of overruns and underruns is located in the Division office files.

The State's November 22, 1971 Materials Certificate is attached to the Division office of this report.

RECEIVED
FEB 9 1972
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 12 1971
FO

655-15-001 (1)
7330

August 12, 1971

U. S. Fidelity and Guaranty Co.
202 Oregon Bank Building
Portland, Oregon 97204

Gentlemen:

On August 2, 1971, we wrote to you concerning release of final payment on Contract No. 7330 awarded to All-City Landscape, Inc., for roadside improvement on the Biddle Road (Medford) Interchange Section of the Crater Lake Highway in Jackson County.

Final payment on this contract is $4,600 and the total contract amount is $76,122.45 including $270.42 for work performed under force account.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc All-City Landscape, Inc.
29 N. E. 148th Ave.
Portland, Oregon 97230

Frank Morgan
Ivan Merchant
V. E. Rhoag
Attn: John Herr
C. T. Keasey

RECEIVED
AUG 3 - 1971

FOR FILING

255-15-001(1)
7330

July 30, 1971

Oregon State Highway Commission

Gentlemen:

Work was completed July 1, 1970 on Contract No. 7330. The contract was with All-City Landscape, Inc. and was for roadside improvement on the Biddle Road (Medford) Interchange Section of the Crater Lake Highway in Jackson County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective July 30, 1971 and that you concur in this procedure at the Commission meeting on September 7, 1971.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

R. L. Porter
State Highway Engineer

cc: Floyd Query
Tom Edwards
A. E. Johnson
V. D. Wolfe
F. D. Morgan
I. D. Merchant
V. E. Skoog
L. H. Young
C. T. Keasey

VG:fw

LSS-15-001(1)
7330

FORM C-1 (REV. 10-60)

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION Biddle Road (Medford) Interdhange	WEEK ENDING: October 24, 1970	SECTION PREFIX 15-0901-900
HIGHWAY Crater Lake	COUNTY Jackson	
NAME OF JOB Biddle Road (Medford) Interchange	KIND OF WORK Roadside Improvement	
CONTRACTOR All-City Landscape	CONTRACT NUMBER 7330	FEDERAL AID PROJECT NUMBER LSS-15-001(1)
DATE OF CONTRACT December 23, 1969	DATE WORK STARTED January 13, 1970	ESTIMATED COMPLETION DATE complete
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 1 SUPERVISION:	SPECIFIED WORK DAYS SPECIFIED CALENDAR DAYS	WORK DAYS USED CALENDAR DAYS USED
PROJECT AUTHORIZATION: $88,360.22	SPECIFIED COMPLETION DATE June 30, 1970	PERCENT OF TIME ELAPSED 100
EXCLUSIVE OF ENGINEERING: $80,643.17	ENGINEERING AUTHORIZATION $7,717.05	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 100
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $80,643.17	ENGINEERING COST TO DATE $10,300.00	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION 100
ESTIMATED PERCENT: OVERRUN UNDERRUN 0 %	PERCENT OF AUTHORIZATION 133 %	DATE PROJECT WAS COMPLETED: July 1, 1970

Semi-final estimate submitted on Friday.

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	0.22				
MILES PARTIALLY COMPLETED					
MILES COMPLETED	0.22				
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	Showers			
MONDAY	Cloudy & Showers			
TUESDAY	Showers			
WEDNESDAY	Showers			
THURSDAY	Cloudy			
FRIDAY	Rain			
SATURDAY	Showers			

Routing
Walker
Johnsen
Stein

RECEIVED
OCT 26 1970
CONSTRUCTION DIVISION

BEN GIFFORD

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	re One man/planting shrubs.
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Semi-final estimate submitted on Friday of this week.

By:

SIGNED B. E. Brown Res. Engr. LOCATION Medford, Oregon.

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

7330

1

FORM 6-90-X (12-67)

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
July 30, 1970

SUBJECT: Contract No. 7302
N. and S. Canyonville and
West Fork Interchanges

Contract No. 7330
Biddle Road (Medford) Interchange

To:
Mr. Roy Olson
Landscape Engineer
EAST SALEM HIGHWAY BUILDING

Lawn construction and planting work is included as a portion of the work under the above-mentioned contracts. The contracts are under the 1964 Standard Specifications and the Special Provisions of each contract covering the above-mentioned bid items are identical.

Our interpretation of the Special Provisions is that upon completion of original seed sowing and subsequent expiration of the specified 75 calendar-day establishment period, the Engineer will make a final inspection and upon conformance of the lawn with the special provisions, acceptance by the State will follow with any further maintenance the responsibility of the State. Further, the 25 percent lawn retainage will be returned to the contractor upon final acceptance of the project by the State Highway Commission (Article 9-13).

The 75-calendar-day establishment period began May 29, 1970 on Contract No. 7302 and June 13, 1970 on Contract No. 7330. Final payment to the contractors for all work done under the respective contracts is estimated as late December, 1970.

Please give us your interpretation of the intent of the Special Provisions in reference to refunding to the contractor the 25 percent retainage for lawn construction work.

A recent roadside improvement contract, Contract No. 7408 (Emigrant Avenue Interchange), is under the 1970 Standard Specifications. We interpret the intent of Article 683.91, Para. (b), is to refund the lawn construction 25 percent retainage after final inspection and acceptance of all responsibility for the lawn by the Resident Engineer. Please give us your interpretation. (This would ordinarily be earlier than a complete project acceptance as in the situations described above).

Mr. Roy Olson
July 30, 1970
Page 2

These planting retainages require special handling here, so we would appreciate receiving any pertinent information you release following the final lawn inspections on all projects involving roadside improvement contract work.

F. D. Morgan
Construction Engineer

By John A. Bond
John A. Bond
Construction Administration Engineer

JAB/VG:fw

cc ~~D. J. Barbee~~
V. L. Gallagher

RECEIVED
JUL 31 1970
DESIGN
DIVISION

Barbee
Hall
A. Olson
Sample
Terpin
Swenson
Trout
Wills
Hackleman
Scott
R. Olson
Carstensen

7330

STATE COPY

Monthly transaction number 5-108

Project report number 9

Modification number 1

U.S. DEPARTMENT OF TRANSPORTATI
FEDERAL HIGHWAY ADMINISTRATI
Bureau of Public Roa

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

5-25-72

State Oregon

County Jackson

Project number LSS-15-001 (1)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on January 19, 1970, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 88,189.00	$ 92,729.30
Federal funds	$ 88,189.00	$ 92,729.30
Other revisions		

This modification is made for the following reasons:

Based on Final Voucher

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 25th day of May, 1972.

Oregon State Highway Division
(Official name of Highway Department)

By E S Hunter

Assistant State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

By L R Backlund
(Division Engineer)
for R. E. Simpson

Form PR-2A (Rev. 4-70) Existing stocks of Form PR-2A (Rev. 10-68) will be used.

STATE COPY

Form Approved; Budget Bureau No. 04-R2089.1

MONTHLY TRANSACTION NO. 1-41	FORM PR-2 (REV. 9-69) U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION BUREAU OF PUBLIC ROADS	STATE Oregon
		COUNTY Jackson
PROJECT REPORT NO. 5	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)* 1-[illegible]-70	PROJECT NO. LSS-15-001(1)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Biddle Road (Medford) Interchange Sec. on the Crater Lake Highway

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		▨
PRELIMINARY ENGINEERING	9-2-69	0.00
RIGHTS-OF-WAY		▨
CONSTRUCTION	11-25-69	0.00
OTHER *(Specify)*		

FUNDS Pro Rata 100%

ESTIMATED TOTAL COST OF PROJECT $ 88,189	FEDERAL FUNDS $ 88,189.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By ______________________
(Title)

By ______________________
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
Federal Highway Administration
Bureau of Public Roads

By G. Green
(Division Engineer)

For: R. E. Simpson

Date executed by Division Engineer JAN 19 1970

EXISTING STOCKS OF PR-2 (REV. 9-66) WILL BE USED

Oregon State Highway Division

Federal Aid
Project No. LSS-15-001(1)

BIDDLE ROAD (MEDFORD) INTERCHANGE SEC. ON THE CRATER LAKE HIGHWAY IN JACKSON COUNTY

Project agreement estimate.

Salem, Oregon, January 6, 1970

Type Code P.E.

Preliminary Engineering	All Required		$ 600.00

Type Code Y003
Roadside Improvement (Sta. 2352+00 to Sta. 2364+00)(Contract No. 7330)

Temporary Protection and Direction of Traffic	All	Required		$ 500.00
Furnishing and Placing Topsoil	1,800	cu.yd.	4.00	7,200.00
Adjusting Inlets	2	only	75.00	150.00
Lawn Construction	6	acre	1,600.00	9,600.00
Furnishing and Planting Trees	46	only	15.00	690.00
Furnishing and Planting Shrubs	2,680	only	3.50	9,380.00
Furnishing and Planting Vines	10,000	only	0.42	4,200.00
Bark Mulch	130	unit	28.00	3,640.00
1/2 inch Water Pipe	1,550	lin.ft.	0.45	697.50
3/4 inch Water Pipe	3,400	lin.ft.	0.50	1,700.00
1 inch Water Pipe	5,850	lin.ft.	0.50	2,925.00
1-1/4 inch Water Pipe	4,500	lin.ft.	0.60	2,700.00
1-1/2 inch Water Pipe	2,900	lin.ft.	0.70	2,030.00
2 inch Water Pipe	2,600	lin.ft.	0.90	2,340.00
2-1/2 inch Water Pipe	2,830	lin.ft.	1.25	3,537.50
3 inch Water Pipe	1,850	lin.ft.	1.40	2,590.00
2 inch Gate Valves	1	only	50.00	50.00
2-1/2 inch Gate Valves	3	only	60.00	180.00
3/4 inch Globe Valves	2	only	15.00	30.00
1-1/4 inch Automatic Section Valves	13	only	40.00	520.00
1-1/2 inch Automatic Section Valves	60	only	48.00	2,880.00
3/4 inch Quick-coupling Hose Valves	26	only	12.00	312.00
1/2 inch Manual Drain Valves	80	only	15.00	1,200.00
2 inch Reduced Pressure Backflow Preventer	2	only	900.00	1,800.00
Pop-up Rotary Sprinkler Heads	232	only	34.00	7,888.00
Pop-up Non-revolving Sprinkler Heads	130	only	7.00	910.00
Shrubbery Sprinkler Heads	450	only	2.25	1,012.50
Agricultural Rotary Sprinkler Heads	27	only	14.00	378.00
8-Section Automatic Controllers	1	only	400.00	400.00
17-Section Automatic Controllers	1	only	800.00	800.00
21-Section Automatic Controllers	1	only	800.00	800.00
27-Section Automatic Controllers	1	only	1,100.00	1,100.00
3/4 inch Electrical Conduit	230	lin.ft.	1.00	230.00
				$74,370.50

2 2-inch Meters	All Required	$ 1,200.00
Water	All Required	1,600.00
		$ 2,800.00
	Subtotal	$77,170.50
	Engineering	10,418.50
	Total	$87,589.00

Length of Project - - 0.00 mile

Summary of Funds

Description	Total Cost	Federal Funds
Preliminary Engineering	$ 600.00	$ 600.00
Roadside Improvement	87,589.00	87,589.00
	$88,189.00	$88,189.00

Group 1 - 100%

Prefix 15-0901

RECEIVED
JAN 19 1970

FOR FILING

LSS-15-001(1)
7330

January 19, 1970

All-City Landscape, Inc.
29 N.E. 148th Avenue
Portland, Oregon 97230

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract No. 7330 for roadside improvement
on the Biddle Road (Medford) Interchange
on the Crater Lake Highway in Jackson County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

Enclosure

cc: U. S. Fidelity & Guaranty Co.
F. D. Morgan
D. J. Barbee
I. D. Merchant
Roy Olson
C. T. Keasey
B. E. Brown

RECEIVED
DEC 5 1969
FOR FILING

LSS-15-001(1)

7330

January 5, 1970

All-City Landscape, Inc.
29 N.E. 148th Avenue
Portland, Oregon 97230

Gentlemen:

Enclosed are three copies of Contract No. 7330 for $74,370.50 awarded to you by the State Highway Commission on December 23, 1969. This contract is for roadside improvement on the Biddle Road (Medford) Interchange on the Crater Lake Highway in Jackson County.

Two of these copies should be signed on the contract and bond pages and returned to this office for completion. Please follow exactly the instructions given on the blue slip attached to the contract.

The third copy of the contract stamped "Advance Copy to be Retained by Contractor" is furnished for your information pending receipt of a fully executed copy.

The completion date on this contract is June 30, 1970.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

sr
Enclosures

bc: F. D. Morgan
D. J. Barbee
I. D. Merchant
William Geibel (SAIF)
Roy Olsen
C. T. Keasey
B. E. Brown

REVIEWED
DEC 24 1969

455-15-001 (1)

7330

December 24, 1969

All-City Landscape, Inc.
29 N.E. 148th Avenue
Portland, Oregon 97230

Gentlemen:

The State Highway Commission on December 23 awarded to you State Highway Contract No. 7330 for roadside improvement on Biddle Road (Medford) Interchange on the Crater Lake Highway in Jackson County.

This award was based on your bid of $74,370.50 which was the low bid submitted to the Commission on December 18 for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc

bc: Frank Morgan
D. J. Barbee
I. D. Merchant
William Geibel (SAIF)
Roy Olson
C. T. Keasey
B. E. Brown

11-25-69

RECEIVED
DEC 2 - 1969

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

LSS-15-001(1)

LETTER OF APPROVAL AND/OR AUTHORIZATION

PROJECT:	LSS 15-001(1)
SECTION:	BIDDLE ROAD INTERCHANGE
WORK :	LANDSCAPING
COUNTY :	JACKSON

TO: Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

7330

Klabe

FROM: Mr. R. E. Simpson
Division Engineer
Salem, Oregon

DATE PS&E APPROVED	DATE AUTHORIZED
November 25, 1969	November 25, 1969

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW:

☒ CONSTRUCTION - ADVERTISE FOR BIDS.

○ UTILITY ADJUSTMENT.

○ RIGHT OF WAY.

○ RIGHT OF WAY INCIDENTALS AND RELOCATION PAYMENTS.

☒ OTHER (SPECIFY). After award concurrence you are authorized to proceed with installation of two 2" water meters in amount of $1,200.00 and water in amount $1,600.00 as shown in your estimate.

REMARKS AND LIMITS OF AUTHORITY:

Mr. Young's November 18, 1969 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are hereby approved concurrently with Mr. Young's September 16, 1969 PR-9, Request for Individual Program Change adding landscaping to the P.E. Project.

A signed copy of the Title Sheet is returned herewith.

12-2-69

OFFICE USE

Young
w/ enc.

RECEIVED
NOV 28 1969
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
F. B. KLABOE

DATE	SIGNATURE OF APPROVING OFFICIAL	TITLE
11-25, 1969	R. E. Simpson R. E. SIMPSON	Division Engineer

RECEIVED
SEP 22 1969

FOR

1330

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: September 17, 1969

In reply refer to: 08-35-EC

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

KLABOE

SUBJECT: Oregon Project LSS-15-001(1)
Biddle Road (Medford) Interchange
Location-Design Approval

Mr. Young's September 9 letter requested location-design approval for the subject project.

The supporting data and related material furnished with that request have been reviewed and accepted as satisfactory compliance with the applicable requirements of PPM 20-8.

Therefore, location-design approval is hereby granted for the subject landscape project.

RELEASED TO
B. Young
BY ASST. STATE HWY. ENGR.
9-19-69

NOTED
F. B. KLABOE

RECEIVED
SEP 19 1969
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
SEP 17 1969

LSS-15-001(1)

1330

September 16, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon 97301

Dear Sir:

We are submitting, in accordance with IM 21-11-65, Program and P.S. & E. documents for the following landscape and scenic enhancement projects for your simultaneous approval.

LSF-27(2) Cedar Hills Boulevard Interchange Section
LSS-15-001(1) Biddle Road (Medford) Interchange Section

1. PR-9 Form
2. Project estimate, Plans and Specifications

We intend to receive bids for these projects at our October 23, 1969 bid opening. Necessary status reports and certifications will be included in our normal letter requesting authorization to advertise.

We hereby request authorization to proceed with the water meter and water for the Biddle Road (Medford) Interchange Section, Project No. LSS-15-001(1).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Program & Planning Engineer

DAR:aw

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W.O.

FORM PR-9
(REV. 4-61)

REQUEST FOR A
OF INDIVIDUAL PROJECT
(PPM 21-1 AN

CARD 2	REPORT NUMBER (19) (20)	PROJECT LOCATION *(45 typewriter spaces)* St. Rt. 62 Jct. I-5 (Medford) Intchge. 21 65	ADT	10,000	FUTURE 17,000 (66) (70)	YEAR 89 (71) (72

CARD 3	CHARACTER OF PROPOSED WORK *(35 spaces)* P.E. Landscaping 28 62	NATL. FOREST (63) (65)	FOR MISCELLANEOUS FUNDS ONLY	FH ROUTE NO (66) (68)	SUPV AGCY 69	DA CLASSIF. 70	DA AREA 71	EMERG. YR. 72 73	PL AUTH YR 74

CARD 4	CLASS OF FEDERAL FUNDS [1] Landscaping and Scenic Enhancement		COUNTY NAME Jac
	NAME OF URBAN AREA 17-31	F.A. SYSTEM Secondary	

CARD 5	LINE NO.	CHNG CODE	PRO-JECT COUNT	WORK CL.	WORK TYPE	STEP	STATUS	ITEM NUMBER	PROJECT NUMBER	TERMINI	MILES	TOTAL COST
1	(14-15)	16	41	42	43 - 46	53					(54) (55)	(59) (66)
5					PE ROW CONST		ITEM AS NOW PRO-GRAMED	44	LSS-15-001(1)	St. Rt. 62 Jct. I-5 (Medford) Intchge. (Biddle Rd. Intchge.)		600 (123,000)
										PROJECT TOTAL		
5					PE ROW CONST Y003		RE-QUESTED REVISION	44	LSS-15-001(1)	St. Rt. 62 Jct. I-5 (Medford) Intchge. (Biddle Rd. Intchge.)		600 119,429 (16) (23)
										PROJECT TOTAL		120,029

CARD 1	A form PR-1 or PR-9 has been submitted within the last 7 days. Yes ☐	PROJECT WITHDRAWN YES ☐
1	COLUMN 14 ⟶ CODE 11	CODE 2

REASON FOR CHANGE: To add to character of propose
shrubs and vines, necessary dr
additional work.

NOTE: Projects splitting into two or more projects. Prepare a form PR-1 for all new projects resulting from such action.

DATE OF INITIAL APPROVAL:
September 2, 1969

OTHER:

PROGRAM REVISION REQUESTED
DATE September , 1969
SIGNATURE
~~[illegible]~~
Program and Planning Engineer

RECOMMENDED
DATE
SIGNATURE
TITLE

---

[1] If revision includes transfer from one class of project to another, or covers joint financing, show both classes of funds involved.

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE AFTER 7-1-61

Budget Bureau No. 41-R2068; Approval Expires February 28, 1966

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE
(PPM 21-1 AND 22-1)

chge. 65	ADT	10,000	FUTURE 17,000 (66) (70)	YEAR 89 (71) (72)	REGION 08 (74) (75)	STATE NAME Oregon	STATE CODE 35 (2) (3)	APPN. CODE 669 4 6	ITEM NO. 44 (14) (15)

FOR MISCELLANEOUS FUNDS ONLY						PROJECT NUMBER		I PROJECTS ONLY	
E NO (68)	SUPV AGCY 69	DA CLASSIF. 70	DA AREA 71	EMERG. YR. 72 73	PL AUTH YR. 74 75	PREFIX LETTER(S) LSS 14 23	NUMBER-AGR. NO. 15-001(1) 7 13	POST MI. MI. (24) (26)	DESIG. 27

ent	COUNTY NAME Jackson		CODE 14 029 16
F.A. SYSTEM Secondary	RTE NO. S	FEDERAL AID 15-001	STATE (32) 22 (36) · U.S. (37) (41)

	TERMINI	MILES	PROJECT COST TOTAL COST	 FEDERAL FUNDS	 STATE FUNDS	CHARACTER OF PROPOSED WORK
(1)	St. Rt. 62 Jct. I-5 (Medford) Intchge. (Biddle Rd. Intchge.)	(54) (58)	(59) (66) 600 (123,000)	(67) (76) 600 (123,000)		Preliminary Engineering All phases. (Future landscaping of interchange, trees, vines & irrigation System.)
	PROJECT TOTAL					
(1)	St. Rt. 62 Jct. I-5 (Medford) Intchge. (Biddle Rd. Intchge.)		600 119,429 (16) (23)	600 119,429 (24) (33)		P.E. all phases; landscaping of interchange, trees, vines, irrigation, and necessary drainage adjustment.
	PROJECT TOTAL		120,029	120,029		

REASON FOR CHANGE: To add to character of proposed work. Landscaping consisting of planting trees, shrubs and vines, necessary drainage. To increase project cost to reflect the additional work.

EVISION REQUESTED	RECOMMENDED	APPROVED
, 1969	DATE	DATE
	SIGNATURE	SIGNATURE
nning Engineer	TITLE	TITLE

s, show both classes of funds involved.

RECEIVED
SEP 22 1969
FOR FILING

25-15-06(1)

7330

RECEIVED
SEP 15 1969
DESIGN DIVISION

Olson
Scott
R. Olson
Carstensen

GAME COMMISSION

OFFICE OF THE DIRECTOR

P. O. BOX 3503 • 1634 S.W. ALDER ST. • PORTLAND, OREGON • 97208 • Ph. 222-9611

TOM McCALL
GOVERNOR

COMMISSIONERS
GEORGE L. HIBBARD, Chairman
J. PAT METKE, Vice Chairman
JOHN P. AMACHER, Member
JOSEPH W. SMITH, Member
JAMES W. WHITTAKER, Member

JOHN W. McKEAN
State Game Director

September 11, 1969

Klaboe

State Highway Engineer
State Highway Department
Salem, Oregon 97310

Attention: Mr. Frank Hall

REFERRED TO
Hall
By Asst. State Hwy. Engr.
9-15-69

Dear Sir:

We are replying to your letter of August 26, 1969, which referred to the plans of six projects as follow:

1. Sutherlin Interchange-Grave Creek
   Pacific Highway, Douglas and Josephine Counties
2. Cedar Hills Boulevard Interchange
   Sunset Highway, Washington County
3. Biddle Road Interchange (Medford)
   Crater Lake Highway, Jackson County
4. South Yamhill River (Grand Ronde) Bridge
   FAS 915, Polk County
5. Jumpoff Joe Creek-Louse Creek Interchange
   FAS 17-102, Josephine County
6. Esplanade Street-Fort Klamath Road
   FAS 415, Klamath County

cc's sent 9-16-69

F.B. Klaboe ✓
L.H. Young
F.E. Terpin (6)
T.C. Roake (6)
C.G. Swenson
W.H. Tebeau
L.W. Rulien (2)
R.D. Asburry (2)
C.T. Keasey (6)
J. F. Putnam (2)

There will be no conflict with fishery resources on any of the above projects, and they are approved.

We appreciate the opportunity to comment on these projects.

RECEIVED
SEP 12 1969
OFFICE OF
STATE HIGHWAY ENGINEER

Very truly yours,

R. O. Koski

R. O. Koski
Fishery Staff Specialist

ROK:js

cc: Dir. OFC

RECEIVED
SEP 11 1969
FOR FILING

September 9, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon

Attention: Mr. Glen Green

Location-Design Approval
Riddle Rd. (Medford) Interchange Sec.
Project LSS-15-001(1)
Pacific Highway
Jackson County

Dear Sir:

We hereby request your location-design approval for the subject landscaping project in accordance with paragraph 10 of PPM 20-8.

The project consists of installing an irrigation system, planting trees, shrubs and vines within the highway right-of-way of the interchange. A copy of the proposed landscaping plan is enclosed.

The proposed landscaping is within the existing highway right-of-way and therefore a public hearing is not required. The project qualifies under the Highway Beautification Act of 1965.

The location and description of the project for which we are requesting your approval is being published in appropriate news media as required by PPM 20-8. A copy of the request to said news media is attached.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. N. Young
Program and Planning Engineer

Encl.

cc: F. B. Klaboe
D. J. Barbee
Roy Olson
R. N. Chase

JG:ia

TRANSACTION NUMBERS 9-14 AND 9-15

RM PR-48
.V. 7-67)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

TRANSMITTAL AND REQUEST FOR INITIAL PROGRAM APPROVAL OF PROJECTS

(PPM 21-1)

STATE HIGHWAY DEPARTMENT: OREGON

DATE: 9-2-69

BY (Signature): MR. YOUNG'S AUGUST 19, 1969 LETTER

TITLE

CLASS OF FEDERAL FUNDS: ☐ FAI ☐ FAP ☐ FAU ☐ FAS ☒ OTHERS LSF & LSS

AGE 1* ITEM NOS. ________ THRU ________

STAGE 2 ITEM NOS. 43 THRU 44

TEM NO.	PROJECT NOS.	LENGTH (Miles)	TOTAL ESTIMATED COST	FEDERAL FUNDS	OTHER IDENTIFICATION AND/OR REMARKS (State)
					LOCATION — WORK
	LSF 27(2)	0.0	200	200	2.6 MILES WEST OF MULTNOMAH COUNTY LINE ON US 26 (CEDAR HILLS BLVD. INTERCHANGE) — PRELIMINARY ENGINEERING
4	LSS 15-001(1)	0.0	600	600	BIDDLE ROAD INTERCHANGE ON I-5 NEAR MEDFORD — PRELIMINARY ENGINEERING

9-5-69

NOTED
F. B. KLABOE

ARKS (Division)

YOU ARE AUTHORIZED TO PROCEED WITH ALL PHASES OF PRELIMINARY ENGINEERING.

RECEIVED
SEP 4 - 1969
FOR FILING

LSS-15-001(1)

7330

9-4-69

Young

RECEIVED
SEP 3 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECOMMENDED		APPROVED	
TE	SIGNATURE AND TITLE	DATE	SIGNATURE AND TITLE
		9-2-69	R. E. SIMPSON, DIVISION ENGINEER

* Program approval and any authorization to proceed with a Stage 1 project shall not constitute any commitment of Federal funds nor shall it be construed as creating in any manner, any obligation on the part of the Federal Government to provide Federal funds for the undertaking.

GPO 927-954

#1

RECEIVED
AUG 22 1969
FOR FILING

LSS-15-00(1)

7330

August 19, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon 97301

Dear Sir:

We are submitting program data for two Beautification (PE) Projects Items 43 and 44 which we desire to have included in the Federal-Aid Highway Landscaping and Scenic Enhancement Program as set forth in the "Beautification Act of 1965".

We hereby request your authorization to proceed with all phases of Preliminary Engineering.

It is our intention to add the construction phase by PR-9 as soon as complete P S & E documents can be submitted for your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Program and Planning Engineer

RNC:dg
Enc.

MONTHLY TRANSACTION NO.	FORM PR-1 (REV. 4-61)
DATE SUBMITTED TO B.O.	FEDERAL-AID P (PPM

CARD 2	REPORT NUMBER (19) 1 (20)	PROJECT LOCATION *(45 typewriter spaces)* 21 St. Rt. 62 Jct. I-5 (Medford) Interchange 65	ADT	PRESENT 10,000	FUTURE 17,000 (66) (70)	YEA 8 (71)

CARD 3	CHARACTER OF PROPOSED WORK *(35 typewriter spaces)* 28 Preliminary Engineering 62	NATL. FOREST (63) (65)	FH ROUTE NO. (66) (68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. AUT (74)

CARD 4	CLASS OF FEDERAL FUNDS Landscaping and Scenic Enhancement	COUNTY NAME Jac	
	NAME OF URBAN AREA 17-31 Medford	ROUTE NO. S	FEDERAL-A 15-00

CARD	LINE NO.	CHANGE CODE	PROJECT CODE	WORK			TERMINI *(Full description)*	MILES	ESTIMATED PROJECT C	
				CLASS	TYPE	STEP			TOTAL ESTIMATED COST	FEDERAL FUNDS
1	(14-15)	(16	41	42	43 46	53		(54) (58)	(59) (66)	(67)
5					**PE**		St. Rt. 62 Jct. I-5 (Medford) Interchange	0.0	600	600
5					**ROW**		(Biddle Rd. Interchange)			
5					**CONST** (CODE)				(123,000)	

CARD 1	CODE 1	PREPARED BY	PROJECT TOTALS	0.0	600	600
1	14	PROGRAM APPROVAL DATES			(19) (23)	(24)

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

rchange (65)	**ADT**	PRESENT 10,000	FUTURE 17,000 (66) (70)	YEAR 89 (71) (72)	REGION 08	STATE NAME Oregon	STATE CODE 35 (2) (3)	APPN CODE 669 (4) (9)
								ITEM NO. 44 (14) (16)

SUPV AGCY (68)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. AUTH YR (74) (75)	PROJECT NUMBER PREFIX LETTER(S) LSS 18 23	NUMBER 15-001(1) 7	SEQ. NO. 13	I. Projects Only POST MI. (24) (26)	DESIG. 27

COUNTY NAME Jackson	CODE 029 (14) (16)		PROGRAM STAGE
ROUTE NO. S	FEDERAL-AID 15-001 (32)	STATE 22 (36)	U.S. (37) (41)

PROGRAM STAGE: ☐ 1 OR ☒ 2

MILES (54) (56)	ESTIMATED PROJECT COST BY PHASES TOTAL ESTIMATED COST (58) (66)	FEDERAL FUNDS (67) (76)	STATE FUNDS	OTHER FUNDS	CHARACTER OF PROPOSED WORK *(Full description)*
0.0	600	600			Preliminary Engineering all phases. (Future landscaping of interchange, trees, vines & irrigation system.)
	(123,000)				ROW - 150' min; access control - partial; parking restrictions - partial.
0.0	600	600			
	(16) (23)	(24) (33)			

REMARKS

For 37B: On R/W -1, ROW - F, Sanitary Facility - N.

USCOMM DUSCOMM-DC 48808-P61

BIDDLE ROAD (MEDFORD) INTERCHANGE
Project LSS-15-001(1)

Existing Facility: Four 12' lanes A.C. pavement, 10' shoulders and 16' median with ramps to provide interchange complex with I-5.

Project Data: The project consists of all phases of Preliminary Engineering for the preparation of plans for the landscaping of the Biddle Road Interchange.

The landscaping construction will be added by PR-9 to this project in the near future.

Public Hearing: Not required under paragraph 6c of PPM 20-8. However, design approval for the landscaping construction will be requested prior to submission of PR-9 and P S & E data for current approval under PPM 21-17.

RECEIVED
JUL 25 1969
FOR FILING

LSS-15-001 (1)

7330

July 25, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon 97301

Dear Sir:

Subject: Landscaping and Scenic Enhancement Projects for Fiscal Year 1970

We request approval of the following projects for fiscal year 1970 for landscaping and scenic enhancement under Section 319(b) of Title 23, United States Code, as amended by Section 6(f) of the Federal-Aid Highway Act of 1968.

1. Roadside Development, Cedar Hills Boulevard Interchange, Sunset Highway, Station 3131+50 through Station 3162+00. The project involves planting of trees, shrubs and vines, and A.C. paved landscape strip at curbed areas. Estimated cost, $68,000.

2. Roadside Development, Biddle Road Interchange, Crater Lake Highway, Station 2352 through Station 2364. The project involves installation of an underground irrigation system, lawn construction, and planting of trees, shrubs and vines throughout the interchange. Estimated cost, $122,700.

3. Silver Point Scenic Strip, Parcels No. 1 through No. 10, M.P. 31.64, Photo No. 1, will preserve an unusual view of the ocean and rocks. Any building here would ruin the vista. The area identified as File No. 19909, Photo No. 2, M.P. 32.29, preserves a valuable group of trees as a foreground for Hug Point. This area is adjacent to Lot No. 2 purchased with State funds for its valuable scenic qualities. The original survey team recommended this site for acquisition. The tracts qualify under the Highway Beautification Act as the property abuts on

a primary highway and is important to the scenic enhancement of the highway with outstanding ocean views for use and enjoyment of highway travelers. Estimated cost, $35,000.

4. Butte Creek Scenic Strip, M.P. 79, Pacific Highway. This is one of the few wooded strips adjacent to I-5 between Albany and Eugene. The area qualifies under the Highway Beautification Act as the property abuts on the Interstate Highway and is important to the scenic enhancement of the highway for use and enjoyment of the highway travelers. Estimated cost, $3,300.

5. Fogerty Creek Scenic Strip, M.P. 125, Oregon Coast Highway. This would preserve the native growth on top of the bluff and would protect the area from any commercial development that might destroy the scenic qualities. It qualifies under the Highway Beautification Act and is important to the scenic enhancement of the area. Estimated cost, $45,500.

6. Seal Rock Scenic Strip, M.P. 151, Oregon Coast Highway. This is a narrow strip between the highway and the ocean. The area qualifies under the Highway Beautification Act as the property abuts on the Coast Highway and is important to preserve the view of the rugged coastline and the ocean. Any development blocking this view would be regrettable. Estimated cost, $40,500.

The acquisition of adjacent strips by the State Highway Commission is in accordance with State law and the Commission accepts responsibility for administration and maintenance.

There are no buildings or other occupancy on these scenic strips; therefore, no resettlement is involved and the areas would be eligible for condemnation, if necessary.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc: Forrest Cooper
F. B. Klaboe
Victor D. Wolfe
D. J. Barbee
L. H. Young
Roy Olson
D. H. Moehring
V. E. Skoog

REO:de sr

APR 29 1969

FOR FILE

LSS-15-001 (1)

7330

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 97310
April 25, 1969

SUBJECT: File 39403 (L-5195)
Biddle Road Interchange
Crater Lake Highway
Jackson County

To:

Mr. L. W. Riley
District Right of Way
Supervisor

ROSEBURG

I am enclosing copies of correspondence from Mr. A. D. Olson and the map that accompanied the correspondence.

Please appraise the value of the grant of access to the property.

John R. Oakes
Assistant Right of Way Engineer

JRO:DH
Encl.

cc F. B. Klaboe
F. D. Morgan
G. R. Brooks
L. E. George
A. D. Olson

RECEIVED
APR 25 1969
OFFICE OF
STATE HIGHWAY ENGINEER

S-RS-60(3) Geary Ranch-Green Springs Int. 1971
Sec., of Lake of the Woods Hwy.
#7331 "DEDICATION"

RECEIVED
DEC 4 - 1970

FOR FILING

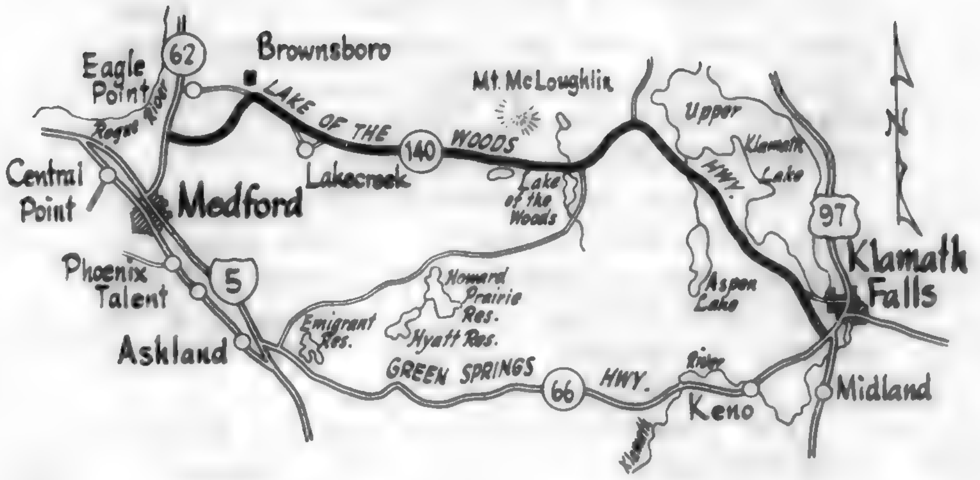
S 15-56(4)
7331

Wd.

DEDICATION CEREMONIES

GEARY RANCH-GREEN SPRINGS INTERCHANGE SECTION LAKE of THE WOODS HIGHWAY

(ORE140)



Main Ceremonies at Winema Motor Hotel,
1111 Main Street, Klamath Falls
Noon, Wednesday, December 2, 1970

Ribbon-cutting activities will take place in vicinity of intersection of Green Springs Highway (ORE66) and Lake of the Woods Highway (ORE140) following luncheon

RECEIVED
DEC 4 1970
FOR FILING
S 75-44(-)
7311

LAKE OF THE WOODS HIGHWAY

On December 2, 1964, officials of local, State, and Federal agencies met in Klamath Falls to dedicate the Lake of the Woods Highway (ORE140), the new all-weather route between the Rogue River Valley and the Klamath Basin. Today, exactly six years later, many of these same officials are gathered again in Klamath Falls to dedicate the last major project in the construction of this highway.

The new highway provides a faster, safer route between the Klamath Basin and the Rogue River Valley than its predecessor, the Green Springs Highway (ORE66), because of better alignment and newer, more stringent safety standards in highway construction.

The route passes through one of the most scenic and beautiful spots in the state, the southern end of the Cascade Range and the Rogue River National Forest. Portions of it lie adjacent to popular recreational spots, such as Lake of the Woods and Fish Lake.

The Lake of the Woods Highway is 68.76 miles in length, of which 32.25 miles are in Jackson County and 36.51 miles in Klamath County. Several sections of the highway are portions of the Forest Highway System and were constructed under the supervision of the Federal Highway Administration.

In addition to tying together the Klamath Basin and the Rogue River Valley, the highway should open the area to future development in many and varied aspects. The natural beauty of the region traversed by the highway has been preserved in its unspoiled, natural splendor. The route provides the motorist with an unforgettable trip of scenic beauty.

1970

PROGRAM

(Ceremonies to take place during noon luncheon at Winema Hotel in Klamath Falls)

OPENING REMARKS: Van Mollison, President, Klamath County Chamber of Commerce

INVOCATION: Reverend Thomas Tweedie, First Presbyterian Church, Klamath Falls

INTRODUCTION OF GUESTS: Vern Owens, Chairman, Klamath County Chamber of Commerce Highway Committee, and Master of Ceremonies

REMARKS: Glenn L. Jackson, Chairman, Oregon State Highway Commission

RIBBON-CUTTING CEREMONY: Following luncheon adjourn to vicinity of junction of Green Springs Highway (ORE66) and Lake of the Woods Highway (ORE140)

OREGON
STATE
HIGHWAY
DIVISION

R 3.1

Glenna Jackson

S-RS-60(3) Geary Ranch-Green Springs Int. '70
Sec., Lake of the Woods Hwy.
#7331 "ORINDALE DRAW"

AVR 440

RECEIVED
UG 13 1971
OR FILING

F. B. Klaboe

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

S-RS-60(3)
7331

August 10, 1971

File 39970 and 40028
Geary Ranch-Green Springs
Highway Section
Lake of the Woods Highway
Klamath County
Orindale Road Connection

Klamath County
County Courthouse
Klamath Falls, Oregon 97601

Gentlemen:

It has been determined that an Indenture of Access is not needed in this matter as it is a county road connection.

We note the Information for Grant or Indenture of Access was approved on June 29, 1971 by G. K. Hossner, District Engineer for Division Engineer, for the proposed connection of Orindale Road to the relocated Lake of the Woods Highway.

Enclosed is a portion of our print 8B-36-6 which shows both the existing and proposed access right within the area of the connection of said roadway to the relocated highway.

Persons using said access will enter the highway via the county road connection as members of the public.

If there are any questions in regard to this decision, please contact the undersigned.

Very truly yours,

D. H. MOEHRING
Right of Way Engineer

By

John R. Oakes
Assistant Right of Way Engineer

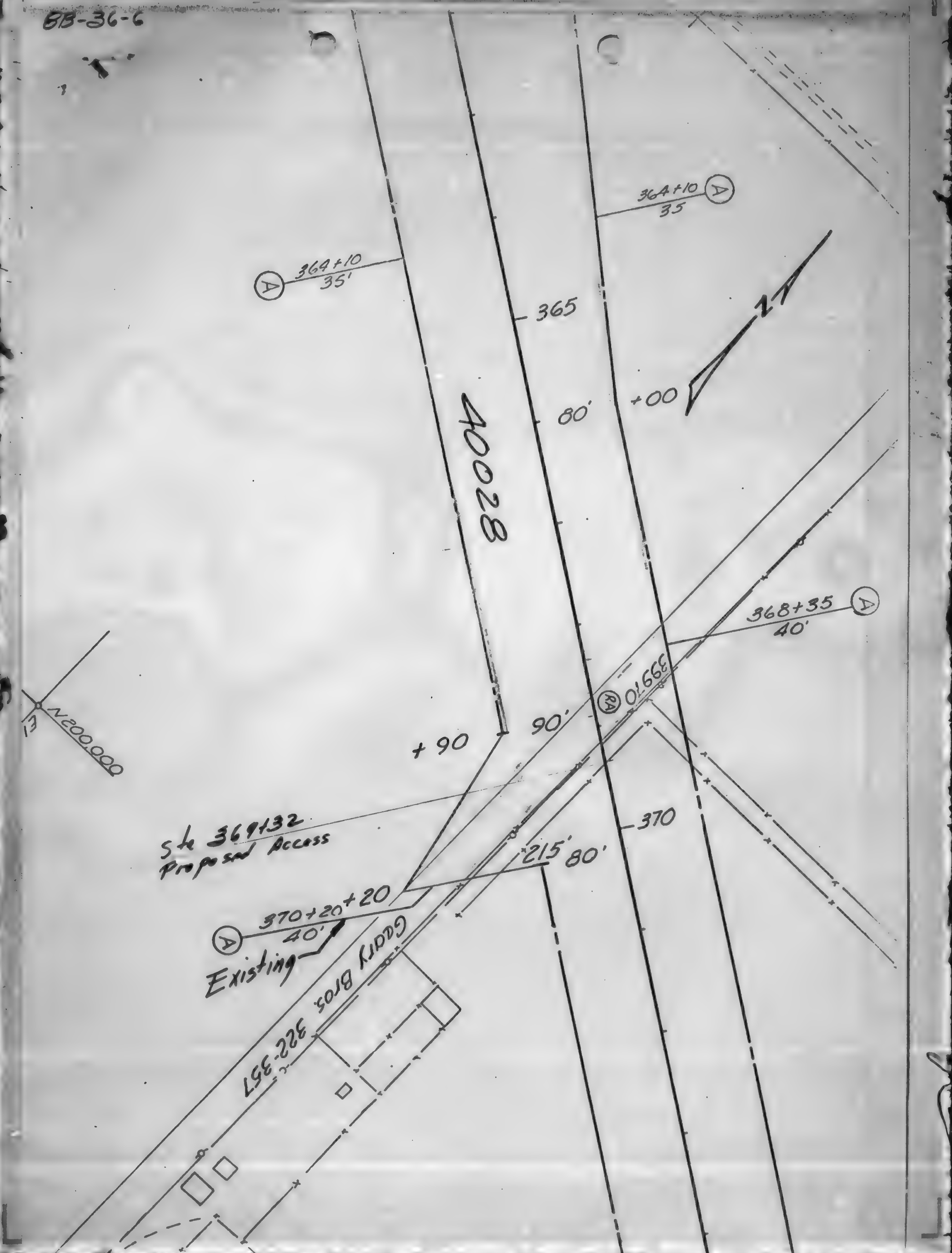
RK:jm
Enclosures (1)

cc: F. B. Klaboe - print
L. H. Young - print
R. E. Simpson
Attn: G. K. Hossner - print
J. F. Putnam - print
John Gunter - print
M. R. Mitchell - print
John Oakes, Attn: Phyllis

NOTE
F. B. KLABOE

RECEIVED
AUG 12 1971
OFFICE OF
STATE HIGHWAY ENGINEER

8B-36-6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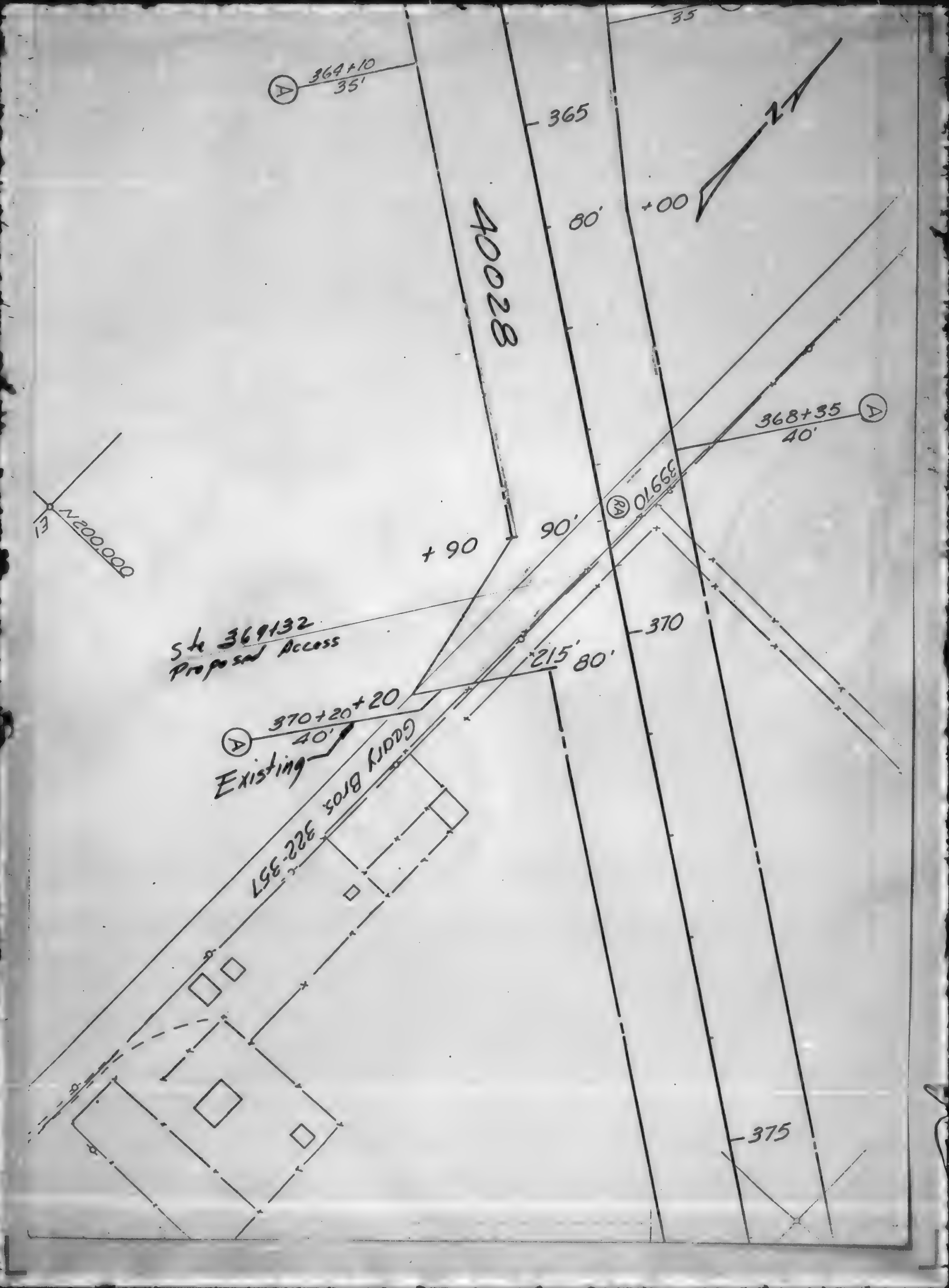
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375

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JUL 19 1971
FOR FILING

S-RS-60(3)
7331

Sp.

July 16, 1971

Oregon State Highway Commission

copy in main file

– yellow – in const. R/W ab. & Rel.

Gentlemen:

A resolution to complete the abandonment of a former section of the Lake of the Woods Highway to Klamath County will be presented for your consideration at the July 27 Commission meeting.

By agreement with the County on December 14, 1965, after completion of the Geary Ranch-Green Springs (Orindale Draw) Section of this highway, the old section is to be abandoned to the County.

This new highway is now completed and the resolution will transfer approximately 5.3 miles to Klamath County.

We recommend your adoption of this resolution.

Very truly yours,

R. L. Porter
State Highway Engineer

cc Floyd Query
Tom Edwards
Victor D. Wolfe
F. B. Klaboe
H. S. Cox
F. L. Hall
D. H. Moehring
J. F. Putnam

PBA:lat fn

RECEIVED
NOV 12 1970

~~FOR FILE~~

S-RS-[illegible] (3)
7331

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 12, 1970

Orindale Draw **SUBJECT:**

To: MEMO TO FILE

The following directives were received by telephone from Chairman Glenn Jackson on November 9 and November 10.

adm Gen

1. Make arrangements to use State Aeronautics Division plane to transport members of staff and to pick up Senator Debbs Potts at Grants Pass so that all may attend the joint meeting of the California-Oregon Highway Commissions at Crescent City on November 18.

   This has been arranged and Mr. Wolfe has made necessary contacts.

#7331

2. Directed that special treatment of Orindale Draw in Klamath County be undertaken to permit opening on schedule. The grade had been found to be too wet to permit laying rock surfacing without mud-pumping.

   A source of fine reject crushed rock was located and Regional Engineer Putnam will try to stabilize the subgrade to permit laying rock; added cost probably $30,000 to $50,000; this, for approximately 1½ miles.

adm Law + Legal Legis Sct Sc Rivers

3. Asked that Mr. Talbot and I discuss the operation of Wild Rivers Act with Senator Willner.

   Also, Senator Willner suggested that a Mr. Potter, who is presently with the Dock Commission in Portland, might be a good choice as director for the Rivers operation. Mr. Jackson directed that Mr. Talbot and I interview Mr. Potter to determine his qualifications.

Memo to File
November 12, 1970
Page Two

Eldon Bramlet & Chris Walker

4. Directed that a routed wooden historical marker be placed at the grave site of Charboneau at Danner. O.K. to purchase a sliver of land on which to place it.

Lloyd P. Shaw

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw
cc R. L. Porter
Tom Edwards
A. E. Johnson
Victor D. Wolfe
E. S. Hunter

RECEIVED
APR 28 1969
FOR FILING

5-RS-60(3)
7331

KLAMATH COUNTY ROAD DEPARTMENT
OFFICE OF
COUNTY ENGINEER
COURTHOUSE
KLAMATH FALLS, OREGON

Cooper

RECEIVED
MAR 25 1969
FICE OF

March 20, 1969

Oregon State Highway Commission
State Highway Building
Salem, Oregon 97310

Re: State Highway #140

Attention: Glenn L. Jackson, Chairman

Dear Mr. Jackson:

The acquisition of the Orindale Draw right-of-way on Highway #140 by the County of Klamath is in its final stages. We feel certain that the entire right-of-way can be certified to the State and made available for construction within the next sixty (60) days.

As we all know, this project is an essential artery of the State Highway System within the County. Every thought should be given to the earliest scheduling of construction funds for this section of road.

Please be assured that Klamath County stands ready to assist in any way possible to expedite this matter. If we can be of any service to you, please feel free to contact us.

Very truly yours,

Dave Hoerning

Dave Hoerning
County Engineer

DH:ml
cc: George Callison
Manager, Chamber of Commerce

1969 Estimate.
#2,000,000

G.L.J. states he recently answered this by phone - no action necessary
4/28/69
Cooper

RECEIVED
APR 16 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 21 1969
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

Hwy #140 Klam Co
Orindale Section
C/A Agree

BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF KLAMATH, STATE OF OREGON

In the matter of providing right-)
of-way for Orindale Section of)
Oregon State Highway #140)

RESOLUTION

WHEREAS, on December 14, 1965 Klamath County and the Oregon State Highway Department entered into an agreement relating to Orindale section of State Highway #140, and

WHEREAS, Klamath County in fulfilling this agreement with the State in regards to right-of-way has agreed to a cattle underpass of a different design than originally planned, and

WHEREAS, the new design will result in an additional cost;

NOW THEREFORE IT IS HEREBY RESOLVED that Klamath County will pay the difference between the costs of the originally designed cattle underpass and the new designed cattle underpass; this cost difference estimated at approximately $2,500.00.

Done and dated this 20th day of September, 1967.

KLAMATH COUNTY BOARD OF COMMISSIONERS

RECEIVED
OCT 17 1967
ENGINEER
COUNTY & CITY DIVISION

____________________ Chairman of the Board

Bill __________ County Commissioner

____________________ County Commissioner

10-23-67. Copies to Olson & Chatwood.

Hwy 270
Klam Co

KLAMATH COUNTY ROAD DEPARTMENT
OFFICE OF
COUNTY ENGINEER
COURTHOUSE
KLAMATH FALLS, OREGON

RECEIVED
SEP 11 1967
ENGINEER
COUNTY & CITY DIVISION

September 8, 1967

Mr. H. S. Cox
City-County Division
Oregon State Highway Department
Salem, Oregon

Dear Sy:

Klamath County is amending the Teasdale deed on Orindale Draw to allow a double 10 X 8 cattle underpass at Station 187+50 in lieu of two 10 X 8 at different locations. Further, the County has agreed to an open center wall design.

I have been informed by your staff that an open wall design will be more expensive. The difference in cost was estimated at $2,500.00 which the County agrees to reimburse the State Highway Department.

I am requesting that you assure that the proper people are informed of this open wall design so that the proper planning and design are made. Whatever difference in cost over a solid wall design will be reimbursed by Klamath County. I am attaching some confidence in $2,500.00 difference or there about.

NOTE
9-12-67
Kurth will send letter approved by Bd. of Comm.

Very truly yours,

Winston W. Kurth

Winston W. Kurth
County Engineer

WWK:ml

Copy to:
D. J. Barbee
Ivan Merchant
T. Roake

Barbee says O.K. 9-12-67
Kurth will send county resolution adopted by the Board of Commissioners

NOTED
HAROLD REYNOLDSON

NOTED
P. B. Aransmeier

NOTED
R. H. PRANGE

NOTED
MAINOR C. HOLMES

NOTED
DON HARWELL

Oregon State Highway Depart
BRIDGE DESIGN SECTION

Sheet

Bridge Orindale Draw Section Sec. County Klamath

Calculations by Christensen Date 8-31-67 Bridge No.

NOTED
T. C. ROAKE

Requested by: Prange

Double 10'x8' RCBC @ Sta 187+08 —	$28,000
Double 10'x8' RCBC (Daylighted) 187+08 —	30,500
Additional cost for modified double 10'x8' RCBC	# 2,500

NOTED
MARION C. HOLMES

NOTED
H. S. COX

1-882-2501

NOTED
HAROLD REYNOLDSON

I called Winston Kurth's office at 4:45 pm Sept 5, 1967 and gave the message that we felt that the added expense of daylighting the center wall of the double 10'x8' RCBC could not be justified and therefore could not be considered for construction by the Highway Department.

RHPrange

NOTED
R. H. PRANGE

NOTED
P. B. Arensmeier

NOTED
RICHARD UNREIN

NOTED
DON HARWELL

RECEIVED
DEC 12 1966
FOR FILING

S-KS-60(3)
7331

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

OREGON STATE HIGHWAY COMMISSION
OFFICE OF GLENN L. JACKSON
% PACIFIC POWER AND LIGHT CO.
MEDFORD, OREGON 97501

NOTED
R.L PORTER

December 8, 1966

Mr. A. D. Addison
Herald and News
Klamath Falls, Oregon 97601

Dear Dab:

This is in answer to your letter of November 28 relative to the question of Klamath County acquiring the right of way for the Orindale cut-off.

Under normal circumstances, right of way acquisition includes fencing and any special structures such as underpasses. I have discussed this matter with Mr. Cooper and we think that the fair way to settle this problem is to ask the County to acquire the right of way and take care of the fencing and we will assume the responsibility for the underpasses. I am sure that the County can meet the fencing requirements much cheaper than we can and, by this means, would not break the precedent that has been established over the years on matters of this type.

Will you see if this can't be settled on this basis?

Sincerely yours,

Glenn L. Jackson
Chairman

GLJ:cjr

cc: Mr. Forrest Cooper ✓
w/original letter

RECEIVED
DEC 9 1966
OFFICE OF
STATE HIGHWAY ENGINEER

Reply

Cong Forces Try To Cut Saigon Food Supply
Herald and News
Guided Craft Has Difficulty With Its Steering Rockets

Herald and News

KLAMATH FALLS o OREGON 97601
503 — 884-8111

JOE F. CARAHER, PUBLISHER

November 28, 1966

Mr. Glenn L. Jackson, Chairman
Oregon State Highway Commission
c/o Pacific Power and Light Co.
Medford, Oregon

Dear Glenn:

I have just been talking with the Klamath County Commissioners regarding the Orindale Cut-off for Highway 140.

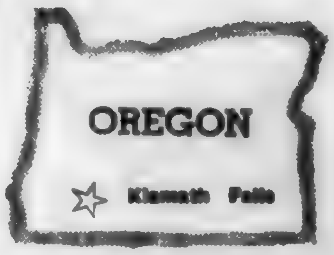
At the time of the agreement for the county to acquire the right of way and the state to construct the freeway the county estimated a right of way cost of about $60,000.

The county now has completed agreement with Mrs. Ruth Teasdel, owner of the former Geary Ranch, and with this agreement as a base is looking at a land acquisition bill of about $63,000.

The commissioners now tell me that the Highway Department is not ready to accept the Teasdel right of way unless the county further agree to pay for fencing and the underpassed.

I understand that fencing is estimated at $40,000 and underpasses at $60,000, which would make a package of $163,000 versus a first look at $60,000.

The county's thinking is that this is too much to handle~~d~~ from the standpoint of pure dollars and cents, from the standpoint of it being a little unumual for a county to underwrite part of the cost of a state highway



Serving the Great Klamath Country
of Southern Oregon and Northern California

Cong Forces Try To Cut Saigon Food Supply

Herald and News

Gemini Craft Has Difficulty With Its Steering Rockets

Herald and News

KLAMATH FALLS ○ OREGON 97601
503 — 884-8111

JOE F. CARAHER, PUBLISHER

in the first place, and from the standpoint of understanding of the initial agreement in terms of land acquisition alone.

My own thinking, completely with a layman's outlook of course, at the time we first talked of the joint-county-state venture was that right of way, access, fencing and such was part of construction.

The purpose of this letter, Glenn, is to ask if there is some way to negotiate a compromise between the Department and Klamath County to get this road "on the road."

It gave me chills when the Geary Ranch was sold. We've passed that hurdle. Commissioner Frank Ganong will retire January first. Other things could happen.

Anything you can do to straighten this out will be very greatly appreciated.

Yours truly,

Deb Addison

A. D. Addison

self

SUGGESTED REPLY FOR MR. JACKSON'S CONSIDERATION

November 22, 1966

Mr. George T. Callison, Manager
Klamath County Chamber of Commerce
323 Main Street
Klamath Falls, Oregon 97601

Dear Mr. Callison:

This is in response to your November 17 letter urging acceleration of work on the Lake of the Woods Highway, particularly, the Klamath Falls end.

The Seldom Creek Section is on the current Forest Highway Program and will be constructed by the Bureau of Public Roads in the foreseeable future. While I do not like to make positive commitments as to when future work can be undertaken, we are hopeful that this work can get underway during 1967.

The Crindale Draw Section is a different matter. It is not on any approved construction program and at this time I am not in position to say just when it can be included. With so many places for every available dollar, your Highway Commission is hardpressed to meet all demands. We hope that the next Legislature will see fit to provide some additional revenues but until we know a little clearer as to the Highway financial picture, I can offer no commitment on the Crindale Draw unit.

I will see that your request is brought to the attention of the other Commissioners.

File Copy

☆ KLAMATH COUNTY CHAMBER OF COMMERCE
323 MAIN STREET KLAMATH FALLS, OREGON 97601
TELEPHONE: AREA CODE 503 / 884-5193

RECEIVED
NOV 18 1966
OFFICE OF
STATE HIGHWAY ENGINEER

November 17, 1966

Mr. Glenn L. Jackson, Chairman
Oregon State Highway Commission
State Highway Department
Salem, Oregon 97310

Dear Glenn:

With the approach of the new legislative session and the allocation of funds for highway maintenance and construction, the attention of the Roads & Highways Committee of the Klamath County Chamber of Commerce concentrates to a large extent on the stretch of Oregon 140 which connects Klamath Falls with Medford.

You are well aware of our long and continuing interest in this highway development, know as we do the impact its completion has had upon the cultural exchange and commerce between these two southern Oregon cities, and realize how much work remains to be done if it is to become a first class highway link between the two communities. We refer, of course, to the Orindale Draw at this end of the route, the Seldom Creek section from Lake of the Woods to Rocky Point, and the Lake Creek-Brownsboro realignment.

Joint delegations of the Klamath and Medford Chambers of Commerce Highways Committees have made two appearances before the Highway Commission in behalf of this route. At this point, we certainly would hope that funds may become available during the next biennium so that these urgently needed construction projects may be completed.

In the summer of 1964, petitions regarding the Orindale Draw proposal were presented to the State Highway engineer. Copies of those petitions are enclosed at this time for your information and for whatever use you may wish to make of them.

Sincerely,
George
George T. Callison
Manager

Hwy FC

/dt
Enclosures

PETITION

We, the undersigned motor truck operators, anticipate making extensive use of the Lake O' the Woods section of the Winnemucca-to-the-Sea Highway when the same shall have been completed, and having in mind the congestion attendant to the residential nature of Lake Shore Drive, and the tortuous course of the roadway, respectfully petition the Oregon State Highway Commission that a suitable roadway be constructed through Orindale Draw rather than through the area now traversed by Lake Shore Drive.

Mgr

Klamath Lumber & Box Co

CONCRETE
P. O. Box 68
Klamath Falls, Oregon

OWENS FREIGHT LINES
Route 3 Box 44 A
Klamath Falls, Oregon 97601

RECEIVED
JUN 22 1966
FOR FILING

5-RS-60(3)
7331

June 22, 1966

Mr. Winston Barth
County Engineer
Klamath County Road Department
Courthouse
Klamath Falls, Oregon

794

Dear Mr. Barth:

Re: Grindale Draw Section
Right-of-Way Costs

Your June 6 letter indicates a need for clarification as to whether certain land service facilities are to be a function of, and chargeable to, the right-of-way acquisition. We believe a new facility such as a cattlepass that becomes necessary because of partitioning an ownership is properly a right-of-way item. Ordinarily, it would be provided to avoid a more costly severance damage or a larger taking. These alternatives would obviously be charged directly to the right-of-way as a land cost. We do not believe a cattlepass is in the same category as a relocated utility.

We would expect the cattlepasses to be built on the highway construction contract and their actual cost to be billed to the County upon completion.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

JAB:mh erb
cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
H. S. Cox
L. H. Young
D. H. Moehring
J. F. Putnam

Hwy 270
Klam Co
Const/Aband agree

KLAMATH COUNTY ROAD DEPARTMENT
OFFICE OF
COUNTY ENGINEER
COURTHOUSE
KLAMATH FALLS, OREGON

June 6, 1966

Sy Cox
City County Division
Oregon State
Highway Department, Salem, Oregon

Dear Sy,

Representatives from the State Highway Commission right of way department were in my office on June 2, 1966 discussing the Orindale Draw Section of Highway #140. These representatives felt that what constitutes right of way costs needed to be clarified. It was their thinking that concrete box culverts crossing Wocus drainage district drains, cattle under passes, and fencing may be considered as right of way expenses to the State.

I have discussed this matter with the Board of Commissioners. They stated that Klamath County would fulfill their part of the agreement in acquiring the right of way. However, the agreement specifically states the County shall relocate or reconstruct public and private utilities. Relocation or reconstruction would refer to existing utilities and since no existing utilities are in the right of way, the items are part of constructing the road.

The Board ask that you be informed of this matter and that they are ready to meet with you either in Salem or in Klamath Falls, at your convenience, if this matter needs to be discussed further.

Klamath County is most anxious to expedite this right of way acquisition. Your efforts to this end will be appreciated.

Very truly yours,

Winston W. Kurth

Winston W. Kurth
County Enginner

WWK:sb

RECEIVED
JUN 7 1966
ENGINEER
COUNTY & CITY DIVISION

RECEIVED
DEC 22 1965
FOR FILING

S-RS-60(3)
L.1733.1

Salem, Oregon 97310
December 22, 1965

Mr. F. D. Morgan
Construction Engineer
BUILDING

Orindale Draw
Lake of the Woods Highway

It is noted that there are no climbing lanes contemplated in the prospectus for this project.

Please reanalyze this feature and advise me if you recommend addition of climbing lanes where necessary.

none needed
FBK

F. B. Klaboe
Assistant State Highway Engineer

FBK:arb

A

RECEIVED
JAN 20 1966

FOR FILING

[illegible]
S-RS-60(3),
7331

A + R 440
copy

[redacted]

December 21, 1965

Agenda Item
4 L
12-14-65

Board of County Commissioners
Klamath County
Courthouse
Klamath Falls, Oregon

Gentlemen:

We are enclosing for your records a fully executed copy of a Cooperative Construction-Abandonment Agreement covering Orindale Draw Section on Lake of the Woods Highway No. 270 in Klamath County.

A conformed copy of the agreement has been sent to the City of Klamath Falls for their records.

A fully executed copy of the agreement has been retained for the Commission's files.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

bb
Enc.

cc: City of Klamath Falls
H. S. Cox
Attn: Don Harwell
(Conformed Copy)

RECEIVED
DEC 15 1965
FOR FILING

RECEIVED
DEC 14 1965
ENGINEER
COUNTY & CITY DIVISION

Hwy 270
C/A agree

KLAMATH COUNTY ROAD DEPARTMENT
OFFICE OF
COUNTY ENGINEER
COURTHOUSE
KLAMATH FALLS, OREGON

5-RS-CC(3)
7331

December 13, 1965

Oregon State Highway Department
City-County Division
Salem, Oregon

Re: Lake of Woods Highway #270
Orindale Draw Section

Attention: H. S. Cox

NOTED
DON [illegible]

Dear Mr.Cox:

Your letter concerning limited access on the right-of-way to be acquired for the Orindale Draw route has been received. - Dated 12/3/65

As you know, the County is most anxious to proceed as rapidly as possible with the survey and acquisition. The County is agreeable to access control and the actual access points can be discussed and agreed upon after the survey has been completed.

Very truly yours,

Winston W. Kurth

Winston W. Kurth
County Engineer

WWK:ml

~~Wales~~
cc Cooper - Porter
Kloboe - Morgan
Wolfe - Putnam
Moehring

for your information
Don H

RECEIVED
DEC 14 1965
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

RECEIVED
DEC 9 - 1965
FOR FILING

S-RS-60(3)
7331

December 8, 1965

Oregon State Highway Commission

Gentlemen:

The Highway Commission has been requested to relocate the Lake of the Woods Highway at the easterly end through what is known as [illegible] Draw. This proposal would connect to The Dalles-California Highway at the Green Springs Junction rather than along the lake front. It involves about 6.7 miles of relocation.

In consideration for this new location, the County has agreed to purchase the necessary right-of-way and to take over the existing route as part of the county road system. No commitment has been made as to the date of construction, but our reconnaissance estimate indicates that the cost will be $1,400,000.

An agreement to make this understanding with the County a matter of record will be presented to you at the December 14 meeting. I recommend that it have your approval and that you authorize the Secretary to sign in your behalf.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
D. H. Moehring
C. H. Maison
L. H. Young
H. S. Cox
J. F. Putnam

RLP:ms bg

RECEIVED
DEC 3 - 1965

FOR FILING

5-RS-60(3)

7331

MEMO TO FILES
November 30, 1965

Orindale Draw Section
Lake of the Woods Hwy. #270
Klamath County

Tuesday, November 23, I met with Don Kenyon, Frank Ganong, and Winston Kurth regarding Orindale Draw survey.

I presented them with a rough draft of a proposed agreement, the main features of which stipulated that the County would purchase all needed right-of-way and take over old highway as a county road. They informed me that the last item had not been discussed but that they would take over the road.

The County Commission, I feel, will sign the agreement but they are most concerned that there might be an exchange of property by Geary before options (or deeds) can be prepared and executed. In the event the Geary property does change hands Klamath County might not be able financially to carry out the terms of the agreement as to the right-of-way stipulations.

The above information has been given verbally to Mr. Barbee and he has already taken steps to expedite a survey and to furnish Klamath County with the needed data at the earliest possible moment.

The Board expressed a desire to investigate the possibility of a road exchange on a county-wide basis. They feel that there are certain roads within the county that would serve better as state roads and vice-versa. A letter to this effect will be forthcoming shortly.

I advised the division office at Bend of this development and they seemed quite interested and were going to inspect some of the roads in question so that their data would be up to date.

H. S. Cox
County and City Engineer

HSC:mm

cc: F. B. Klaboe
D. J. Barbee
J. E. Morelock
J. F. Putnam

NOTED
F. B. KLABOE

RECEIVED
NOV 15 1965

FOR FILING

S-RS-60(3)

7331

Salem, Oregon 97310
November 12, 1965

Crindale Draw
Lake of the Woods Highway

Mr. H. S. Cox
County-City Engineer
BUILDING

Please make it an early order of business to contact the Klamath County Court and advise them as follows.

The State Highway Department will recommend to the State Highway Commission the approval of the Crindale Draw route as requested by the County provided that the County will agree to the following conditions:

1. The County will purchase the necessary right-of-way.
2. The State Highway Department will not be committed as to the time that they will construct the route.
3. The County will take over the old section of the Lake of the Woods Highway bypassed by this new route.

F. B. Klaboe
Assistant State Highway Engineer

FBK:arb

cc: Mr. F. J. Morgan

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

Cooper

We agreed not to reconstruct this area other than widen where possible GLJ

NOTED
FORREST COOPER

September 29, 1965

Mr. F. H. McCormack
2575 Lakeshore Drive
Klamath Falls, Oregon

Please file

Dear Mr. McCormack:

Two petitions requesting establishment of a highway through Orindale Draw to replace the present routing via Lakeshore Drive have been handed to me by Mr. Lloyd P. Shaw. It is my understanding you presented them to him and discussed the proposed route change Friday afternoon, September 24.

The Orindale Draw location was studied several years ago as a revision of the present Lake of the Woods Highway and was found to be directionally inferior to the Lakeshore route.

The petitions will be brought to the Highway Commission's attention for its further consideration. Will you please convey to those concerned my thanks for the interest you and the signers of the petition have in highway matters.

Very truly yours,

Forrest Cooper
Forrest Cooper
State Highway Engineer

Copy to Foster

cc: Commissioners

RECEIVED
OCT 5 1965
OFFICE OF
STATE HIGHWAY ENGINEER

PETITION

OREGON STATE HIGHWAY COMMISSION:

In the interest of maintaining the residential use and value of the properties adjoining Lake Shore Drive, the maintenance of the aesthetic features of the adjacent area, a promotion for the safety of the residents of the area and the traveling public, and for the full development of the only feasible and accessible portion of the shoreline of Upper Klamath Lake for residential purposes, we, the undersigned, respectfully petition the Oregon State Highway Commission to refrain from the widening or extension of the right-of-way of Lake Shore Drive or the changing of the present location thereof.

And further petition that at the earliestpractical moment, an alternate route be established through the area known as Orindale Draw.

[illegible] 2543 Lakeshore Dr. K. Falls, Oreg

[illegible] 3543 Lakeshore Dr [illegible]

Beulah E. Cotter 1049 Lakeshore Dr.

Alysse Bowen 1215 Lakeshore Drive

RECEIVED
FEB 21 1963
FOR FILING

3-15-60(3)
7331

February 20, 1963

Hon. Robert A. Veatch
Mayor of Klamath Falls
City Hall
Klamath Falls, Oregon

Dear Mr. Veatch:

The purpose of this letter is to define the Highway Commission's present thinking with respect to the Lake of the Woods Highway at Klamath Falls.

The studies made by the Highway Department indicate that as far as the Lake of the Woods Highway is concerned, it should terminate at Klamath Falls. Studies involving traffic patterns invariably indicate that persons using rural highways usually wish to stop or to terminate their trip at the larger centers of population. Klamath Falls is, of course, the trading center for a large area of South Central Oregon and, in addition to being a trading center, it has a large number of businesses which cater to the traveling public. I refer to such things as service stations, hotels, motels, trailer courts, and restaurants. It is not intended to say that all of the traffic needs of an area can be accommodated by single traffic arteries; however, the first care should be to provide facilities which involve major travel desires. Almost invariably there is a need for additional local service roads, street connections, et cetera.

No funds are available at this time for making any major improvement on the Klamath Falls Section of the Lake of the Woods Highway, but the Highway Commission has ordered a study and survey to see what could be accomplished in the way of improvements along the existing route which would require an absolute minimum of additional rights of way. These studies are now in progress. In order to accomplish this, it will probably be necessary to use curbed sections in certain areas and introduce line curvature into the horizontal alignment. It is felt that this is not particularly objectionable and it will also greatly reduce costs. The Commission has instructed that so-called "bold" locations for this segment are to be avoided and that our studies be confined to a determination as to an acceptable route with a minimum of damage.

There has been a heavy call on the Commission for needed improvements in the growing community of Klamath Falls; therefore, as stated above, funds are not available at this time to undertake any major improvement on this route. I believe that you are conversant with the commitments that the Commission already has in the area.

Very truly yours,

Forrest Cooper
State Highway Engineer

FC:fn

cc R. L. Porter
Victor D. Wolfe

Suggested copy sent
to [illegible] Wilson

RECEIVED
DEC 27 1962
FOR FILING

S-RS-60(3)
7331

P

December 26, 1962

Mr. A. D. Addison, Chairman
Roads and Highways Committee
Klamath County Chamber of Commerce
323 Main Street
Klamath Falls, Oregon

Dear Mr. Addison:

I write this in reply to your letter of November 4, which was acknowledged by Deputy State Highway Engineer G. S. Paxson.

I am familiar with the suggested Grindale Draw route; therefore, I doubt that much would be gained by me making an additional inspection. This route as well as reconstruction of the existing route into Klamath Falls was investigated by the Highway Department. It was our determination that the easterly terminus of the Lake of the Woods Highway should be Klamath Falls rather than Green Springs Junction.

While the Grindale Draw route would attract a certain segment of traffic, it is not possible for the Highway Commission to finance both routes; in fact, up to the present time, we have been unable to finance either route; therefore, it is our thinking that when funds are available, we should work toward completion of the route into Klamath Falls.

Very truly yours,

Forrest Cooper
State Highway Engineer

FC:fn

cc G. S. Paxson
R. L. Porter
Victor D. Wolfe

KLAMATH COUNTY CHAMBER OF COMMERCE
323 MAIN STREET PHONE TUxedo 4-5193
KLAMATH FALLS, OREGON

December 4, 1962

Mr. Forrest Cooper
Oregon State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cooper:

It was most gratifying to us in Klamath to read in the Herald & News of November 20th that the Oregon State Highway Department is undertaking a survey so that a route can be determined for the Geary Bros. Ranch - Kiln Street section of the Lake of the Woods Highway; that possibilities for a new alignment will be studied during the survey; and subsequently to see your men at work on the project.

We believe that it is in the public interest to make this survey now, ahead of planned construction, and we note your statement that the public will have an opportunity to request a public hearing where it can voice opinions on the project.

We have one point of concern at this moment and the chamber Roads & Highways Committee has instructed me to write you concerning it. That is, that in this present survey a full study be made also of the proposed new alignment from the vicinity of Geary Bros. seed mill through Orindale Draw to the vicinity of the Weed-Ashland Juncion - and that this be the same quality study as made for improvement along the present route.

Two Sundays ago Ed Geary, of Geary Bros., was good enough to drive a group of us through Orindale Draw. Present were James Monteith, chamber president; Adolph Zamsky, director in charge of roads and highways activities; L. Orth Sisemore, chairman of the Lakeshore Homeowners committee; John Creed, Klamath County Engineer; and myself. The trip was thoroughly enlightening.

Should you or any officials of your department be in Klamath in the near future we would like very much to take you on the same trip. Would that be possible? Mr. Geary said he would be glad to conduct another tour. And of course, we at the chamber wish to be of any kind of assistance that we can at any time.

Cont.......

Copy to FC

Again, we are grateful for the study you now have under way; we are concerned that the same quality study be made of Orindale Draw that is made of the present route. As you are aware, I'm sure, the new alignment through Orindale has been on our program of work for the past 20 years.

Yours truly,

A. D. Addison/blt

A.D. Addison
Chairman
Roads & Highways Committee

ADA:blt

Encl: 1

cc: Dean Swift
Ed Geary
Glenn Jackson

RECEIVED
DEC 5 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 5 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 6 1962
FOR FILING

S-RS-1163
7331

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 4, 1962

SUBJECT: Lake of the Woods
Road User Cost Study

To:
F. D. Morgan
Construction Engineer
Office

In accordance with Mr. William Tebeau's verbal request, we are submitting herewith a Differential Road User Cost sheet as a supplement to the revised Road User Cost sheet submitted to you on March 30, 1962, covering the Road User Costs on the proposed improvements of the Lake of the Woods Highway in and near Klamath Falls.

This Differential Road User Costs sheet supersedes the copy that was submitted to you on April 25, 1961.

F. B. Crandall
Traffic Engineer

CLS:dk
Attachment
cc: ~~[illegible]~~
Tom Edwards

RECEIVED
APR 5 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
Planning Survey Section

HIGHWAY PROJECT ANALYSIS

Lake of the Woods Hwy.
4-4-62

ITEM	ROUTES Existing	 Imp. Existing	 Orendale Draw	
I. ANNUAL DIFFERENTIAL VEHICLE OPERATION COSTS				
A. TIME ELEMENT COSTS				
a. Passenger Vehicles..........	$ 0	- 11,736	- 13,840	
b. Light Trucks...............	$ 0	- 139	- 165	
c. Heavy Trucks...............	$ 0	- 3,373	- 4,234	
d. Busses......................	$ 0	- 208	- 246	
e. Total.......................	$ 0	- 15,456	- 18,485	
B. MILEAGE ELEMENT COSTS				
a. Dist. and Surf. Costs.......	$ 0	- 59,069	+ 15,108	
b. Rise and Fall Costs.........	$ 0	0	- 56	
c. Alignment Costs.............	$ 0	- 5,364	- 1,409	
d. Traffic Stop Costs..........	$ -	-	-	
e. Accident Costs..............	$ -	-	-	
f. Total.......................	$ 0	- 64,433	+ 13,643	
TOTAL ANNUAL DIFFERENTIAL VEHICLE OPERATION COSTS ($A_e + B_f$).......	$ 0	- 79,889	- 4,842	
II. ANNUAL HIGHWAY COSTS				
a. Capital Costs...............	$ 0	+ 53,040	+ 69,360	
b. Maintenance Costs...........	$ 0	- 2,117	+ 8,342	
c. Operation Costs.............	$ 0	- 210	+ 4,690	
TOTAL ANNUAL DIFFERENTIAL HIGHWAY COSTS..........................	$ 0	+ 50,713	+ 82,392	
III. ANNUAL DIFFERENTIAL ROAD USER COSTS (I + II)...........................	$ 0	- 29,176	+ 77,550	

Negative values denote savings in road user costs in relation to the existing route and plus values denote additional road user costs in relation to the existing route.

RECEIVED
AY 1 1962

FOR FILING

5-KS-LC (3)
7331

Cross Referenced To:
Adm
Petitions
Klamath

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 2, 1962

SUBJECT: Revised Estimates
Wocus Marsh-Klamath Falls
Lake of the Woods Highway
Klamath County

To: Mr. F. D. Morgan
Construction Engineer

OFFICE

As a result of a field investigation made recently by Mr. J. J. Smith (Right of Way Liaison Agent) to re-evaluate the right of way for the subject section, the estimates (as shown in the Report dated April 7, 1961) have been revised to reflect this recent evaluation. The construction costs have also been checked and revisions made.

On Proposal I (Realignment of the existing facility) the estimate for 5.4 miles of construction is now $1,040,000 as follows:

	Outside C.L. Klamath Falls		Within C.L. Klamath Falls	
Length, Miles	4.3		1.1	
Grade & Pave	$ 483,000		$ 137,000	
Structure (Link River)	- - - -		110,000	
Right of Way	257,000		53,000	
Est. Const. Cost	$ 740,000	+	$ 300,000	= $1,040,000

On Proposal II (Orendale Draw Route), the estimate for 6.7 miles of construction is now $1,360,000 as follows:

Length, Miles	6.7
Grade & Pave	$ 1,280,000
Right of Way	80,000
Est. Const. Cost	$ 1,360,000

NOTED
TOM EDWARDS

In addition, an alternate to Proposal I was investigated with the intention to relocate and parallel the present highway above and behind the adjacent culture. Estimated cost for this proposal is $1,900,000 for 5.4 miles of construction as follows:

	Outside C.L. Klamath Falls		Within C.L. Klamath Falls	
Length, Miles	4.3		1.1	
Grade & Pave	$ 1,373,000		$ 137,000	
Structure	60,000		110,000	
Right of Way	167,000		53,000	
Est. Const. Cost	$ 1,600,000	+	$ 300,000	= $1,900,000

In view of the high construction cost, this alternate plan is not practical and for this reason is not included in the Annual Road-users Cost now being determined by the Traffic Division; this economic analysis is a revision of a former one (Report dated April 25, 1961) and is based on the revised costs as shown above. The Traffic Division's report will be forthcoming in the near future.

Sketch map is attached.

W. H. Tebeau
W. H. Tebeau
Field Reconnaissance Engineer

WHT:bjh
Attachment

RECEIVED
FEB 28 1962
FOR FILING

S-RS-60(3)
7331

Cross Referenced To:
Adm
Petitions
Klamath

Salem, Oregon
February 19, 1962

Wocus Marsh-Klamath Falls Section
Lake of the Woods Highway

Mr. R. L. Porter
Assistant State Highway Engineer
Office

Accompanied by Dean Swift, I met on February 14 with the Klamath County Court re subject.

Commissioner Frank Ganong is the prime objector to Mr. Cooper's letter of December 19 addressed to the Klamath County Court indicating that our studies show the Lakeshore Boulevard in preference to the Orendale Draw route. From the discussions, it was apparent that Mr. Ganong had some engineering prompting. Specifically, Mr. Ganong had a desire to question us on our estimates, which show the Orendale Draw route to be $470,000 more expensive to construct.

It was the desire of Commissioner Ganong to go over, on the ground, with me the Lakeshore Boulevard route to check the estimate prepared by our reconnaissance section. I told Mr. Ganong flatly I would not go out on the ground with the express purpose of attempting to second-guess my people.

We did, however, go over the Lakeshore Boulevard route with map in hand, and one thing is readily apparent on the ground--our right-of-way estimate is completely out of line. This may not have been true at the time the reconnaissance was prepared, but investigation will now reveal that the right-of-way estimate should be doubled or tripled at least. This is due in part to construction of three homes in a new subdivision which appear to be in the $40,000-$50,000 class.

While the homes themselves can be missed by a relocation, the balance of the subdivision is going to be "messed up", and proximity of the relocated highway might decrease the value of these aforementioned three homes. Furthermore, two fairly expensive homes cannot be missed.

To continue still further, considerable work has been done on a rather large marina, which it may not be possible to miss.

Commissioner Ganong indicated the pressures on the County Court were rather violent from home owners in this area, who, judging by their homes, are well-to-do, influential people. Therefore, the Court is in a fairly untenable position, in that it cannot recommend the construction of Lakeshore Boulevard route without severe criticism and consequently does not want to have any possible loopholes in its arguments when and if it finally has to concur with the Highway Department in the selection of the Lakeshore Boulevard route.

Judge Walker was more amicable and suggested only that, should we have to reconstruct the Lake of the Woods Highway along Lakeshore Boulevard at some time in the future, we plan this relocated route to best serve not only the motoring public but the recreational potential of this portion of Upper Klamath Lake. This, in my opinion, is an extremely reasonable request.

Commissioner Ganong requested copies of our blue line mosaic prints of the two routes and detailed estimates. I think the reason for these requests is apparent, but I can think of no logical reason for refusal. I told Commissioner Ganong we would furnish these items as requested but not until we had a realistic right-of-way cost on the Lakeshore Boulevard route.

I, therefore, recommend that you instruct the Construction Division to review its estimates carefully and get a realistic on-the-ground right-of-way appraisal. It may be advisable, after this is done, to have the Traffic Division re-do its road-user benefit analysis.

Finally, I would call your careful attention to the following:

It is my opinion that, should reconstruction of this section of the Lake of the Woods Highway be delayed for a five-year period (and I realise it will be), this route may be impractical, due solely to extremely expensive culture buildup. While it is not our normal practice, I would recommend that serious thought be given to the choice of a route with the immediate purchase of the necessary right of way, even though reconstruction is certainly not in the immediate future.

Victor D. Wolfe
Administrative Assistant

VDW:mo

cc Forrest Cooper
G. S. Paxson
F. B. Morgan
Dean Swift

January 25, 1962

Mr. L. Orth Sisemore
Attorney at Law
Suite 218, Stewart-[illegible] Building
731 Main Street
Klamath Falls, Oregon

Dear Sir:

In response to your letter of January 12th, I attach hereto a copy of the roaduser benefit study made in comparison of [illegible] Route and existing route for the Lake of the Woods Secondary Highway.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

C. B. [illegible]
Deputy State Highway Engineer

Attach.

cc Forrest Cooper
Tom Edwards
F. B. Crandall
Dean Swift (with attachment)

TE:jw

ZONE MAP
KLAMATH FALLS AND VICINITY

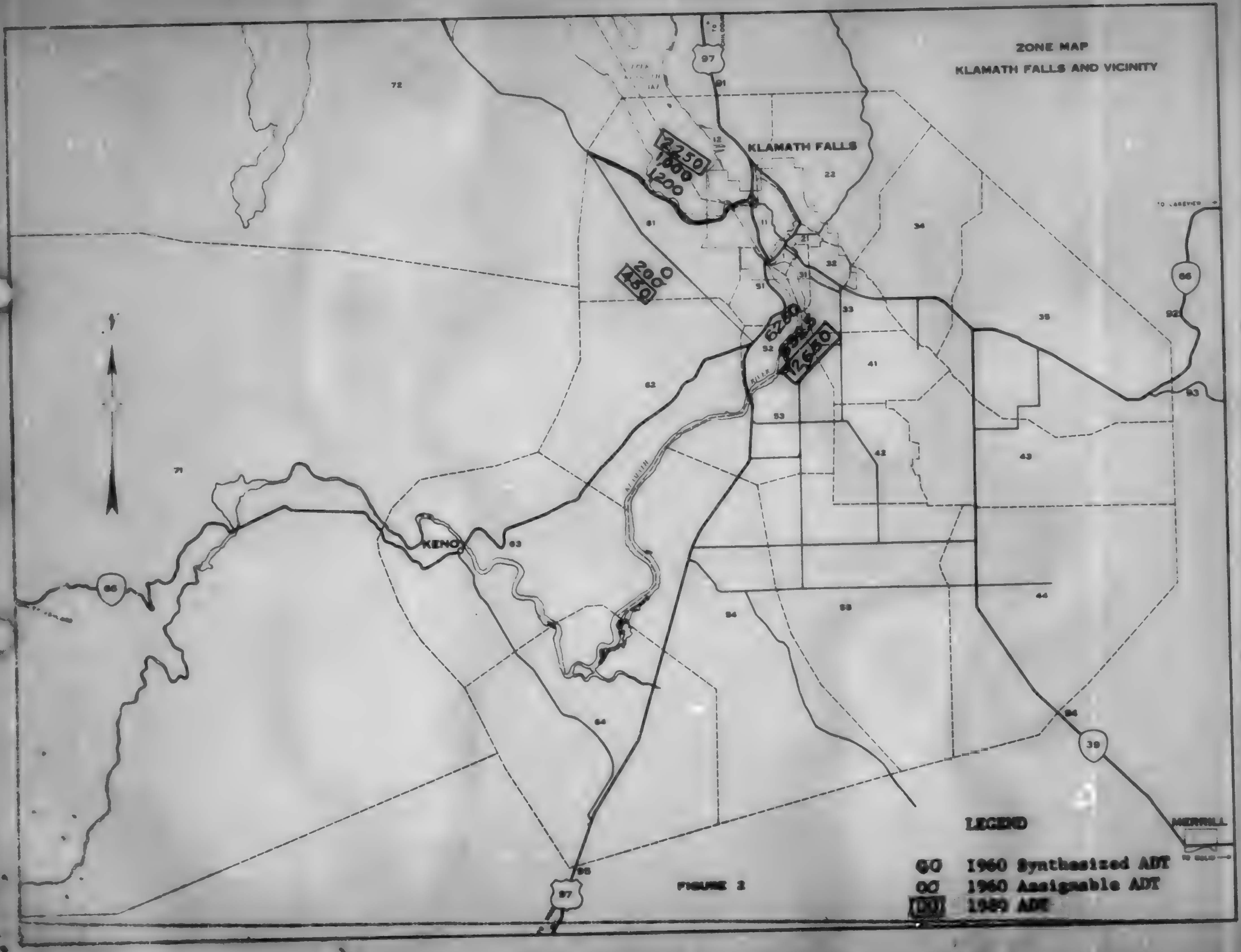


FIGURE 2

LEGEND

00 1960 Synthesized ADT
00 1960 Assignable ADT
[00] 1980 ADT

Road User Costs

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
Planning Survey Section

HIGHWAY PROJECT ANALYSIS

Lake of the Woods Highway
Revised April [illegible]

ITEM	ROUTES: Existing	Proposal #1	Proposal #2	
I. ANNUAL VEH. OPERATION COSTS				
A. TIME ELEMENT COSTS				
a. Passenger Vehicles......	$ [illegible]	[illegible]	[illegible]	
b. Light trucks............	$ [illegible]	[illegible]	[illegible]	
c. Heavy trucks............	$ [illegible]	[illegible]	[illegible]	
d. Busses..................	$ [illegible]	[illegible]	[illegible]	
e. Total...................	$ [illegible]	[illegible]	[illegible]	
B. MILEAGE ELEMENT COSTS				
a. Dist. and Surf. Costs...	$ [illegible]	[illegible]	[illegible]	
b. Rise and Fall Costs.....	$ [illegible]	[illegible]	[illegible]	
c. Alignment Costs.........	$ [illegible]	[illegible]	[illegible]	
d. Traffic Stop Costs......	$			
e. Accident Costs..........	$			
f. Total...................	$ [illegible]	[illegible]	[illegible]	
TOTAL ANNUAL VEHICLE OPERATION COSTS (A_e + B_f).......	$ [illegible]	[illegible]	[illegible]	
II. ANNUAL HIGHWAY COSTS				
a. Capital Costs...........	$	[illegible]	[illegible]	
b. Maintenance Costs.......	$ [illegible]	[illegible]	[illegible]	
c. Operation Costs.........	$ [illegible]	[illegible]	[illegible]	
TOTAL ANNUAL HIGHWAY COSTS..	$ [illegible]	[illegible]	[illegible]	
III. ANNUAL ROAD USER COSTS (I + II).	$ [illegible]	[illegible]	[illegible]	

COSTS

Proposal #1	(Red Line) - Orendale Draw	
	Grading and Paving	$ [illegible]
	Right-of-Way	[illegible]
	Total	$ [illegible]
Proposal #2	(Blue Line) - Existing Route	
	Grading and Paving	$ [illegible]
	Structures	[illegible]
	Right-of-Way	[illegible]
	Total	$ [illegible]

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
Planning Survey Section

HIGHWAY PROJECT ANALYSIS

Lake of the Woods Highway
April 19, 1961

ITEM	ROUTES			
	Existing	Proposal #1	Proposal #2	
I. ANNUAL DIFFERENTIAL VEHICLE OPERATION COSTS				
A. TIME ELEMENT COSTS				
a. Passenger Vehicles..........	$ 0	-13,960	-11,796	
b. Light Trucks................	$ 0	- 163	- 179	
c. Heavy Trucks................	$ 0	- 4,236	- 3,173	
d. Busses......................	$ 0	- 246	- 233	
e. Total.......................	$ 0	-18,405	-16,081	
B. MILEAGE ELEMENT COSTS				
a. Dist. and Surf. Costs.......	$ 0	+11,123	-20,002	
b. Rise and Fall Costs.........	$ 0	- 34	0	
c. Alignment Costs.............	$ 0	- 1,408	- 1,344	
d. Traffic Stop Costs..........	$			
e. Accident Costs..............	$			
f. Total.......................	$ 0	+12,643	-21,433	
TOTAL ANNUAL DIFFERENTIAL VEHICLE OPERATION COSTS (A_e + B_f).......	$ 0	- 6,512	-20,314	
II. ANNUAL HIGHWAY COSTS				
a. Capital Costs...............	$ 0	+58,779	+28,780	
b. Maintenance Costs...........	$ 0	+ 8,342	+ 3,147	
c. Operation Costs.............	$ 0	+ 4,640	+ 210	
TOTAL ANNUAL DIFFERENTIAL HIGHWAY COSTS........................	$ 0	+71,738	+30,433	
III. ANNUAL DIFFERENTIAL ROAD USER COSTS (I + II).........................	$ 0	+70,990	-44,003	

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
January 15, 1962

SUBJECT: Lakeshore Drive
Lake of the Woods Secondary

To:
Mr. Tom Edwards
Assistant State Highway Engineer
State Highway Department
Salem, Oregon

The following is a report on a meeting with the people living on Lakeshore Drive, which is a part of the Lake of the Woods Secondary Highway in Klamath Falls.

This meeting was held in the Chamber of Commerce rooms, with Mr. Orth Sisemore as chairman, and was attended by approximately 30 people. These people were not concerned with having the road rebuilt through this area. Everyone present was of the opinion that this section should be left exactly as is and the road reconstructed on the Orrendale Draw route. It was explained to them that the Orrendale Draw route was not economically feasible and that the Highway Commission had no monies for reconstruction at this time.

Their immediate problem was the speed and driving tactics of some fifteen logging trucks that are now using this route. It was claimed they were exceeding the 40 MPH set for this area and cutting the corners on all the curves. Mr. Val Johnson of the Traffic Department told them he would make an effort to get the speed limit down to 30 MPH, and Lt. Tichenor of the State Police promised to put on more patrolmen and see that the new speed limit be posted and be enforced.

The owners also promised that they would provide some place for the fuel oil operators and garbage collectors to park off the travelled highway when they are serving the property owners. Tichenor also said that they would give traffic tickets to these service people if they were caught parked on the pavement in the future.

With these little difficulties talked over and ironed out to this extent, the meeting was adjourned with everyone in a good frame of mind; however, the Highway Commission can expect a delegation in the near future, asking for the reconstruction of this section some place other than its present location.

[illegible]

Dean Swift

DEAN SWIFT
Division Engineer

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JAN 16 1962
OREGON
STATE HIGHWAY COMMISSION

DS:me

L. ORTH SISEMORE
ATTORNEY AT LAW
SUITE 516 STEWART-DREW BUILDING
731 MAIN STREET
KLAMATH FALLS, OREGON

January 12, 1962

REFERRED TO
State Hwy Engr

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

At a meeting last evening of the residents on Lake Shore Drive with Mr. Swift from your Bend Office and Mr. Johnson from your Salem office, reference was made to the recent feasibility report on the improvement of Lake Shore Drive and the Orendale Draw Route.

In order that we may be more fully advised in the matter, I would appreciate your sending to me a copy of the report, together with a statement of statistics upon which it is based. I would appreciate receiving it at your earliest convenience.

Yours sincerely,

L. Orth Sisemore
L. ORTH SISEMORE

LOS:maw

REFERRED TO
[illegible]
By State Highway Engineer

RECEIVED
JAN 15 1962
OREGON
STATE HIGHWAY COMMISSION

S-RS-66(3)
1331

KLAMATH COUNTY COURT
Court House
KLAMATH FALLS, OREGON

December 27, 1961

Mr. Forrest Cooper
State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon

Dear Mr. Cooper:

Thank you for your letter of December 19 relating to the reconnaissance study on the Orindale Draw-Lakeshore alternate to the Lake of the Woods Highway.

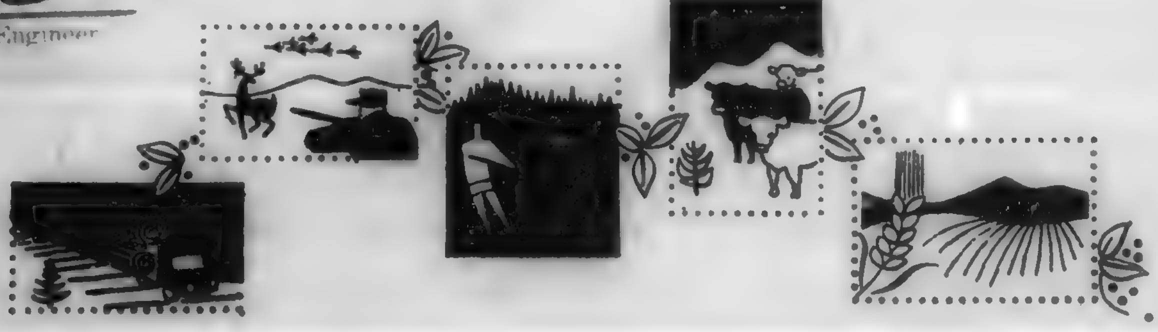
We realize of course that there are no funds available at this time for this project. We do feel that this is the time to explore the possibilities so that when funds do become available they will be used in the most beneficial manner possible.

As you probably realize there has been an increasing public interest in these two routes since the tragic accident that occurred in November. We are enclosing clippings from the Herald & News covering the accident and some subsequent public response.

The Klamath County Court would like to be in a position when the time comes to give local support to the choice of route that is selected. In order to be in a position to do so we feel the need for more information on this feasability study.

We would appreciate it if someone in your department could come to Klamath Falls to go over these figures with us. We would like to go out on the grounds under study and see what is contemplated

REFERRED TO
Paxson
By State Highway Engineer



in the $760,000 estimate of improvement of the existing highway.

If such a visit could be arranged in January, we would be most grateful.

Sincerely,

KLAMATH COUNTY COURT

R. R. Walter
County Judge

Frank F. Ganong
County Commissioner

E. K. Allison
County Commissioner

KCC:dc

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OFFICE OF
STATE HIGHWAY ENGINEER

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OREGON
STATE HIGHWAY COMMISSION

[illegible] (3)

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
December 21, 1961

SUBJECT: Lakeshore Drive
Lake of the Woods Secondary.

To: Mr. Tom Edwards
Assistant Highway Engineer
State Highway Department
Salem, Oregon

I am enclosing herewith a petition signed by some sixty or seventy people asking for the establishing of a realistic speed limit and maintenance of an adequate patrol on the Lakeshore Drive part of the Lake of the Woods Secondary Highway, No. 270.

This problem was also the subject of a letter from Mr. A. V. McVey, who was speaking for the Lakeshore Drive community collectively. This letter was forwarded to Mr. P. M. Stephenson, who in turn told me to meet with these people and discuss their problem. Inasmuch as the main subject in both letters was controlled speed, I would like to meet with these people accompanied by someone in the Traffic Department.

Dean Swift
DEAN SWIFT
Division Engineer

Olp 16

DS:me
Encls.

Assigned to Crandall to prepare for commission

RECEIVED
DEC 26 1961
OFFICE OF
STATE HIGHWAY ENGINEER

L. ORTH SISEMORE
ATTORNEY AT LAW
SUITE 210 STEWART-DREW BUILDING
721 MAIN STREET
KLAMATH FALLS, OREGON

December 14, 1961

RECEIVED
DEC 18 1961
OFFICE OF
DIVISION ENGINEER
BEND, OREGON

Oregon State Highway Department
2556 Altamont Drive
Klamath Falls, Oregon

Gentlemen:

As a result of the past traffic conditions on Lakeshore Drive from the City limits of Klamath Falls to the Geary Ranch, the residents of the area have signed the enclosed petition for your consideration.

It is our feeling that the present highway is entirely unsuited for the carrying of the present traffic load and will be less suited upon the completion of the highway to the Rogue River Valley.

Any consideration that your Department can give this situation we would very much appreciate.

Yours sincerely,

L. ORTH SISEMORE

LOS:maw

Enc.

NOTED - G. W. MARTIN

PETITION

TO: OREGON STATE HIGHWAY DEPARTMENT:

We, the undersigned, residents on Lakeshore Drive, in view of the present traffic conditions and nature of the highway, request that a study be instituted for the purpose of establishing a realistic speed limit and obtaining and maintaining adequate patrol thereafter on that portion of Lakeshore Drive beginning at the City limits of Klamath Falls, Oregon and extending to the Geary Ranch.

RESPECTFULLY SUBMITTED,

A. D. McKay
Erma L. McKay
Dulcie Mottley
G. O. Mottley
Dorothy M. Espenas
Melvin Erwin
Anne Erwin
Launa M. L. Cooper
Cecyle R. Cooper
Thomas B. Coddington
Inez Coddington
Vinton B. Karnes
Esther Karnes
Herbert Hamlin
Lillian Hamlin
Wm L. Whytal
L. Marguerite Whytal
Paul Bruce
Peggy S. Bruce

Marjorie Wolf
T. B. Schmidt
Estelline B. Schmidt
Adelaide E. Blair
Viola Goulding
Harold E. Wagenberg
Rose Wagenberg
A. W. J. Coet
Clarence Bunch

㉛

80 signatures.

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FOR FILING
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7337

December 19, 1961

Klamath County Court
Courthouse
Klamath Falls, Oregon

Gentlemen:

Reference is made to a letter dated December 13 addressed by Victor [illegible], Administrative Assistant, over the signature of J. R. [illegible], County Engineer. In his letter, Mr. [illegible] indicates the desire of the Court to be advised of the results of a reconnaissance study made by the Highway Department of alternate routes between [illegible] and Klamath Falls on the Lake of the Woods Highway.

There were two routes considered in this study. One in general followed the existing facility. The alternate route [illegible] southeasterly to the junction of the Green Springs Highway ([illegible]) with the Dalles-California Highway ([illegible]). This is locally known as the [illegible] route.

Standards used on both proposals were identical; i.e., Class C, maximum 10° curvature, maximum 6 per cent gradient, 2 - 12-foot running lanes and 8-foot shoulders.

Improvement of the existing facility would entail reconstruction and construction of [illegible] miles at an estimated cost (including right of way) of $[illegible].

The alternate ([illegible]) route would entail 6.7 miles of construction at an estimated cost (including right of way) of $[illegible].

We have also made an economic study of the two routes between common termini. The westerly terminus is roughly one and one-quarter miles northeasterly of the ridge ([illegible]) between Upper Klamath Lake and [illegible]. The easterly terminus is at [illegible] Streets in Klamath Falls. The distance between these termini by the existing facility is 7.1 miles, by the improvement of the existing facility [illegible] miles, and by [illegible] [illegible] miles.

This study indicates the Crescent Lake route would cost the road user $77,300 annually more than improvement of the existing route.

The study further shows traffic projections for the 20-year period to 1980 indicate the need of some improvement on the existing route, since the traffic thereon would be approximately three times that using the Crescent Lake route.

From the above, it is apparent that improvement of the existing route would have preference over consideration of the Crescent Lake route.

I must advise there are no funds available now for improvement of this section of the Lake of the Woods Highway.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc [illegible]
[illegible]
[illegible]
[illegible]
[illegible]

VDW:mo fn

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Corres
R/H
Lake of Woods wc

P

KLAMATH COUNTY ROAD DEPARTMENT
OFFICE OF
J. R. KALINOSKI
COUNTY ENGINEER
COURT HOUSE
KLAMATH FALLS, OREGON

December 13, 1961

Mr. Victor D. Wolfe
Administrative Assistant
State Highway Department
Salem, Oregon

Dear Mr. Wolfe:

Please refer to your letter of January 5, 1961 addressed to me concerning a feasability study of a possible improvement to the Klamath Falls end of the Lake of the Woods Highway. This letter stated that this study was being made and would probably be completed in April.

I am now instructed by the Klamath County Court to request that Klamath County be notified of the results of this study if it has been completed. Therefore, I would appreciate your correspondence concerning this matter at your earliest convenience.

I am sure that you will recall that Klamath County is concerned about travel on this portion of the Lake of the Woods Highway, and has given some consideration to relocating the through traffic and logging truck traffic over a proposed Orindale route which would connect the Lake of the Woods Highway with Highway 97 and Highway 66 at the Weed-Ashland junctinn.

Thank you for your consideration in this matter.

Very truly yours,

JRKalinoski
J. R. Kalinoski
County Engineer

JRK:mjl

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OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILING

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7331

P

Salem, Oregon
December 12, 1961

Woods Marsh-Klamath Falls Section
(Orrendale Draw)
Lake of the Woods Highway

MEMORANDUM TO THE FILE:

Pursuant to a telephone call December 11 from Jack Kalinoski, Klamath County Engineer, I discussed subject reconnaissance with Mr. Cooper and Mr. Porter. It was Mr. Cooper's decision, concurred in by Mr. Porter, that based upon the report of the Construction Engineer the selection of the Orrendale Draw route could not be justified. This report included an economic analysis.

On December 12, I advised Mr. Kalinoski that the economic analysis so overwhelmingly favored improvement of the existing facility over adoption of the Orrendale Draw route that when, at some future unknown date, there were secondary funds to be expended on this section, the Engineer would have to so recommend to the Commission.

I was very emphatic to Mr. Kalinoski that my discussion of this subject with him was "off the record" and was to be used as a guide only when the local delegation descended upon the County Court.

It was Mr. Kalinoski's feeling that said delegation was not interested in routes but would attempt to force the Court to bring pressure on the Highway Commission to improve subject section.

Mr. Kalinoski is fully aware that there are no funds in the foreseeable future for construction on this project.

Victor D. Wolfe
Administrative Assistant

VDW:mo

cc Forrest Cooper
G. S. Paxson
R. L. Porter
Frank Morgan
Dean Swift

5-13-66(3)
7331

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
December 4, 1961

SUBJECT: Lake of the Woods Secondary
Highway, No. 270.

To:

Mr. P. M. Stephenson
Assistant State Hwy. Engineer
State Highway Department
Salem, Oregon

The enclosed letter from Mr. A. V. McVey of Klamath Falls details the traffic problem they are having on that portion of the Lake of the Woods Secondary No. 270 between Link River and Geary Ranch. This area known as Lakeshore Drive is built up with nice homes bordering our highway, which is narrow and crooked at this location.

There have been other complaints about excessive speed on this section, which is posted for 40 M. P. H. Mr. McVey singles out the log trucks as their special hazard. At present there are about fifteen log trucks on this haul, with a frequency of a truck every ten or fifteen minutes.

I believe the hazards exist just as mentioned in Mr. McVey's letter and even though it could be more of a Police matter, I think someone should meet with these people to discuss their problem and try to help with a solution.

Dean Swift
DEAN SWIFT
Division Engineer

DS:me
Encls.
cc: Mr. A. V. McVey
Mr. Tom Edwards
Mr. I. A. DeFrance

RECEIVED
DEC 5 1961
OREGON
STATE HIGHWAY COMMISSION

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DEC 5 1961
OFFICE OF
STATE HIGHWAY ENGINEER

1949 Lakeshore Drive
Klamath Falls, Oregon
December 1, 1961

Mr. S. P. Jones
District Maintenance Officer
Oregon State Highway Dept.
Klamath Falls, Oregon

Dear Mr. Jones:

I have been appointed unofficially to make contact with you in regard to the traffic problem on Lakeshore Drive, roughly consisting of that portion of the secondary highway between Fremont Bridge and the Geary Ranch.

Our community problem can be generally stated as follows:

1. Residences face on a narrow pavement. The road has many high degree curves, which are blind due to timber and embankments. Many heavy hauling trucks, mainly logging trucks, use this highway with increasing frequency.
2. Enforcement of present traffic regulations is unsatisfactory due to infrequency of patrols. "Hot Rod" drivers add to the hassards already stated.
3. Logging trucks can be singled out as a special hassard. With wide, heavy loads, these trucks seldom slow for curves even when roads are icy, violate the center line on curves, and make excessive noise due to faulty or insufficient mufflers. These conditions are not exceptions--they are the general practice. To the above general abuses of traffic rules can be added frequent obvious cases of speeding, passing on curves and total disregard of the safety of smaller vehicles by spraying quantities of muddy water during wet periods.
4. The specific instance of the Nov. 30, 1961 collision between a logging truck and a passinger vehicle, which seriously injured three persons, only brings to a head the season long series of near-accidents and cases of being run off the road by logging trucks. This is not an hysterical outburst by the community.

The LakeshoreDrive community collectively requests that a meeting be scheduled in the immediate future that representatives of the community and of your office may discuss this problem and eventually arrive at a solution. Should your office have little or no authority to act, it is also requested that higher authority be consulted, and an officer of that higher authority come to Klamath Falls to meet with us. It is suggested that representatives of the Oregon State Police, and of the company or companies operating the logging trucks be invited to attend. We will await word from your office designating a time and place for a meeting.

Very truly yours,

A.V. McVey

NOTED
DEAN SWIFT

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 25, 1961

SUBJECT: Lake-of-the-Woods Highway
Road User Cost Study

See: Const
Project
Gen
10-21-60

Orendale Draw

See: Adm
Comm
Gen.
1-29-60

See: Const
Grade Ting
Pux-369
1961

To: Tom Edwards
Construction Engineer
BUILDING

Orendale Draw
Worden Marsh - K. Falls Sec.

Following discussion with Mr. Cooper on the previously submitted Cost Study on the subject highway, under date of April 10, last, a re-analysis was made and revised data submitted herewith. Please replace the original submission with this revised material.

In addition to the total Road User Cost Summary, I have included (pink sheet) a Summary of Differential Road User Costs for Proposals 1 and 2, utilizing costs on the existing route as a base of reference.

F. B. Crandall
Traffic Engineer

FBC/tln
cc: Forrest Cooper (Attach.)
G. S. Paxson (Attach.)

Klamath Falls

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APR 27 1961
OFFICE OF
STATE HIGHWAY ENGINEER

Road User Costs

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
Planning Survey Section

HIGHWAY PROJECT ANALYSIS

Lake of the Woods Highway
Revised April 19, 1961

ITEM	ROUTES			
	Existing	Proposal #1	Proposal #2	
I. ANNUAL VEH. OPERATION COSTS				
A. TIME ELEMENT COSTS				
a. Passenger Vehicles......	$ 4,450,482	4,436,642	4,438,746	
b. Light trucks............	$ 52,620	52,455	52,481	
c. Heavy trucks............	$ 1,393,979	1,389,765	1,390,606	
d. Busses..................	$ 78,928	78,602	78,720	
e. Total...................	$ 5,976,009 5 957 524 18,485	5,957,524	5,960,553 5 976 15 456	
B. MILEAGE ELEMENT COSTS				
a. Dist. and Surf. Costs...	$ 14,532,788	14,547,896	14,473,719	
b. Rise and Fall Costs.....	$ 66,819	66,763	66,819	
c. Alignment Costs.........	$ 160,798	159,389	155,434	
d. Traffic Stop Costs......	$			
e. Accident Costs..........	$			
f. Total...................	$ 14,760,405	14,774,048	14,695,972	
TOTAL ANNUAL VEHICLE OPERATION COSTS (A_e + B_f).......	$ 20,736,414	20,731,572	20,656,325	
II. ANNUAL HIGHWAY COSTS				
a. Capital Costs...........	$	62,730	38,760	
b. Maintenance Costs.......	$ 63,814	72,156	61,697	
c. Operation Costs.........	$ 28,140	32,830	27,930	
TOTAL ANNUAL HIGHWAY COSTS..	$ 91,954	167,716	128,587	
III. ANNUAL ROAD USER COSTS (I + II).	$ 20,828,368 ✓	20,899,288 20 828 368 + $70,920	20 828 368 20,784,912 - 43,456 ✓	

COSTS

Proposal #1	**(Red Line)**	
	Grading and Paving	**$ 1,190,000**
	Right-of-Way	**40,000**
	Total	**$ 1,230,000**
Proposal #2	**(Blue Line)**	
	Grading and Paving	**$ 600,000**
	Structures	**110,000**
	Right-of-Way	**50,000**
	Total	**$ 760,000**

Differential Road User Costs

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
Planning Survey Section

HIGHWAY PROJECT ANALYSIS

Lake of the Woods Highway
April 19, 1961

ITEM		ROUTES			
		Existing	**Proposal #1**	**Proposal #2**	
I. ANNUAL DIFFERENTIAL VEHICLE OPERATION COSTS					
A. TIME ELEMENT COSTS					
a. Passenger Vehicles..........	$	0	-13,840	-11,736	
b. Light Trucks................	$	0	- 165	- 139	
c. Heavy Trucks................	$	0	- 4,234	- 3,373	
d. Busses......................	$	0	- 246	- 833	
e. Total.......................	$	0	-18,485	-16,081	
B. MILEAGE ELEMENT COSTS					
a. Dist. and Surf. Costs.......	$	0	+15,108	-59,069	
b. Rise and Fall Costs.........	$	0	- 56	0	
c. Alignment Costs.............	$	0	- 1,409	- 5,364	
d. Traffic Stop Costs..........	$				
e. Accident Costs..............	$				
f. Total.......................	$	0	+13,643	-64,433	
TOTAL ANNUAL DIFFERENTIAL VEHICLE OPERATION COSTS ($A_e + B_f$).......	$	0	- 4,842	-80,514	
II. ANNUAL HIGHWAY COSTS					
a. Capital Costs...............	$	0	+62,730	+38,760	
b. Maintenance Costs...........	$	0	+ 8,342	- 2,117	
c. Operation Costs.............	$	0	+ 4,690	- 210	
TOTAL ANNUAL DIFFERENTIAL HIGHWAY COSTS..........................	$	0	+75,762	+36,433	
III. ANNUAL DIFFERENTIAL ROAD USER COSTS (I + II)............................	$	0	+70,920	-44,081	

5-73-6-(2)

7551

FORM E-30 [illegible] 3-61 34097

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 18, 1961

SUBJECT:

To: Mr. Forrest Cooper
Deputy State Highway Engineer
BUILDING

I have investigated the request of Klamath County for improving the easterly end of the Klamath Lake Secondary Highway via the Orendale Draw route. Estimates have been made for the portion between the section constructed in 1952 and The Dalles-California Highway. Cost of the Orendale Draw route is $1,230,000; improvement of the present route is $760,000. Copies of the Recon estimates and geometric comparisons are attached.

The Traffic Division has made an estimated roaduser analysis of the proposal, using the Klamath Basin and the Medford areas as points of origin. From that study we have determined the following basic facts:

YEARLY COSTS	ORENDALE DRAW	PRESENT ROUTE
Roaduser Operation and Time-saving Costs	$ 4,842 decrease	~~$42,872~~ 80,514 decrease
Maintenance and Operation	13,032 increase	2,327 decrease
Capital Investiment Cost	62,730 increase	38,760 increase
Total Roaduser Costs	$70,920 increase	$ ~~6,439~~ 44,081 decrease

Total difference in Roaduser Costs between the two routes ~~$77,359~~ 115,001

From the above it follows that the roaduser investment in improvement of the existing route will result in a yearly saving of ~~$77,359~~ 115,001 to the user.

Your further attention is drawn to the fact that the traffic projections for the 20-year period to 1980 indicate the need of some improvement on the existing route since the traffic thereon will be approximately 3 times that using the Orendale Draw route. I must, therefore, recommend that the Orendale Draw route is economically unsound and should not be considered for improvement.

RECEIVED
APR 19 1961
OFFICE OF
STATE HIGHWAY ENGINEER

TE:jw

Attach.

Tom Edwards
Tom Edwards
Construction Engineer

FORM U-50X 500 2-60 20110

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 7, 1961

SUBJECT: Wocus Marsh-Klamath Falls
Lake of the Woods Highway
Klamath County

To: Mr. Tom Edwards
Construction Engineer
Office

Reconnaissance estimates have been prepared for improvement of the Lake of the Woods Highway between Wocus Marsh and the city of Klamath Falls. A cursory field examination was made and aerial photographs (January - 1961) of the area were utilized. Two proposals were investigated.

Proposal I involves realignment of the existing facility from Wocus Marsh to the interchange on the Klamath Falls Bypass route (U.S. 97) completed in 1959 (Points A-B on attached map). From the field observation, it appeared that considerable improvement could be made along the present alignment without excessive damage to adjacent property. Length of the improvement is 5.4 miles and would cost an estimated $760,000 as follows:

	Outside C.L. Klamath Falls	Within C.L. Klamath Falls
Length, Miles	4.3	1.1
Grade and Pave	$465,000	$135,000
Structure (Link River)	---	110,000
Right of Way	40,000	10,000
Estimated Construction Cost	$505,000 +	$255,000 = $760,000

The present bridge crossing Link River is a concrete deck structure built in 1926; it is 300 feet long and has a roadway clearance of 20 feet. This bridge is not adequate with respect to current standards and its replacement cost is included in the above estimate.

Proposal II is a complete relocation from Wocus Marsh southeasterly through Orendale Draw to the Green Springs Junction with U.S. 97 (Points A-C on attached map). Length of this proposal is 6.7 miles and would cost an estimated $1,230,000 as follows:

Length, Miles	6.7
Grade and Pave	$1,190,000
Right of Way	40,000
Estimated Construction Cost	$1,230,000

The foregoing estimates are based on current Class "C" standards: Two 12-foot lanes with 8-foot shoulders; climbing lanes are not necessary. Surfacing design is 3½ inches of asphaltic concrete on 14 inches of base and leveling; existing pavements are utilized wherever possible. Unit costs were derived from average bid prices of 1960. Right of way costs were determined by this section by using aerial mosaics. For improved or new construction, ten degree maximum curvature and six per cent maximum grade are assumed.

It might be mentioned that the Traffic Division has determined the annual roaduser costs for both of the foregoing proposals. Their report should be forthcoming in the near future.

Attached, in addition to the sketch map, is a brief table of physical characteristics comparing both proposals between Wocus Marsh (Point A on sketch) and the intersection of Main and Sixth Streets in the city of Klamath Falls (Point D on sketch). Maximum curve data has not been included, as both proposals encounter angle points in the Klamath Falls street pattern.

J. E. Morelock
Chief Locating Engineer

By W. H. Tebeau
W. H. Tebeau
Reconnaissance Designer

WHT:jw

Attach.

PHYSICAL CHARACTERISTICS
WOCUS MARSH-KLAMATH FALLS
LAKE OF THE WOODS HIGHWAY

	Existing Facility	Proposal I Improve Ext'g	Proposal II Orendale Draw
Comparative Length, Miles*	7.1	6.8	9.6
Construction Length, Miles	--	5.4	6.7
Total Central Angle	1,670°	880°	310°
Total No. of Curves	52	20	30
Maximum Grade	6%	6%	6%
Length Max. Grade	800	800	2,200
Length Grade, 3% or Over	3,000	2,400	4,400
Total Rise and Fall	450	410	650
Summit Grade Elevation	4,200	4,195	4,360
Grade and Pave	--	$600,000	$1,190,000
Structure	--	110,000	--
Right of Way	--	50,000	40,000
Estimated Construction Cost	--	$760,000	$1,230,000

* Common termini as follows: Westerly terminus at Wocus Marsh; easterly terminus at intersection of Main and Sixth Streets (Point D) in Klamath Falls.

NOTE: Maximum curve data not included as both proposals encounter angle points in the Klamath Falls street pattern; however, on Proposal I maximum curve on new alignment is 10 degree and on Proposal II maximum curve on new alignment is 6 degree.

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S-65-LC(3)
733.1

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 10, 1961

SUBJECT: Lake of the Woods Highway
Road User Costs Study

To:

Mr. Tom Edwards
Construction Engineer
OFFICE

In accordance with Mr. Cooper's request, we have computed a Road User Costs Study for the proposed improvement of the Lake of the Woods Highway in and near Klamath Falls.

Attached herewith is a sheet showing the Annual Road User Costs, and a sketch map showing the proposed improvements.

Original Signed by
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

GLS:dh
Attachments
cc: Forrest Cooper (Attach.) ✓
G. S. Paxson (Attach.)

Bring up
May 12

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APR 11 1961
OFFICE OF
STATE HIGHWAY ENGINEER

Road User Costs

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
Planning Survey Section

HIGHWAY PROJECT ANALYSIS

Lake of the Woods Highway
April 10, 1961

ITEM	ROUTES			
	Existing	**Proposal #1**	**Proposal #2**	
I. ANNUAL VEH. OPERATION COSTS				
A. TIME ELEMENT COSTS				
a. Passenger Vehicles......	$ 4,391,367	4,377,527	4,382,956	
b. Light trucks............	$ 51,921	51,757	51,821	
c. Heavy trucks............	$ 1,376,110	1,371,876	1,373,693	
d. Busses..................	$ 77,880	77,634	77,731	
e. Total...................	$ 5,897,278	5,878,794	5,886,201	
B. MILEAGE ELEMENT COSTS				
a. Dist. and Surf. Costs...	$ 14,326,524	14,341,631	14,298,573	
b. Rise and Fall Costs.....	$ 66,534	66,478	66,534	
c. Alignment Costs.........	$ 156,727	155,318	152,883	
d. Traffic Stop Costs......	$			
e. Accident Costs..........	$			
f. Total...................	$ 14,549,785	14,563,427	14,517,990	
TOTAL ANNUAL VEHICLE OPERATION COSTS (A_e + B_f).......	$ 20,447,063	20,442,221	20,404,191	
II. ANNUAL HIGHWAY COSTS				
a. Capital Costs...........	$	62,730	38,760	
b. Maintenance Costs.......	$ 63,814	72,156	61,697	
c. Operation Costs.........	$ 28,140	32,830	27,930	
TOTAL ANNUAL HIGHWAY COSTS..	$ 91,954	167,716	128,387	
III. ANNUAL ROAD USER COSTS (I + II).	$ 20,539,017	20,609,937	20,532,578	

COSTS

Proposal #1	**(Red Line)**	
	Grading and Paving	**$ 1,190,000**
	Right-of-Way	**40,000**
	Total	**$ 1,230,000**
Proposal #2	**(Blue Line)**	
	Grading and Paving	**$ 600,000**
	Structures	**110,000**
	Right-of-Way	**50,000**
	Total	**$ 760,000**

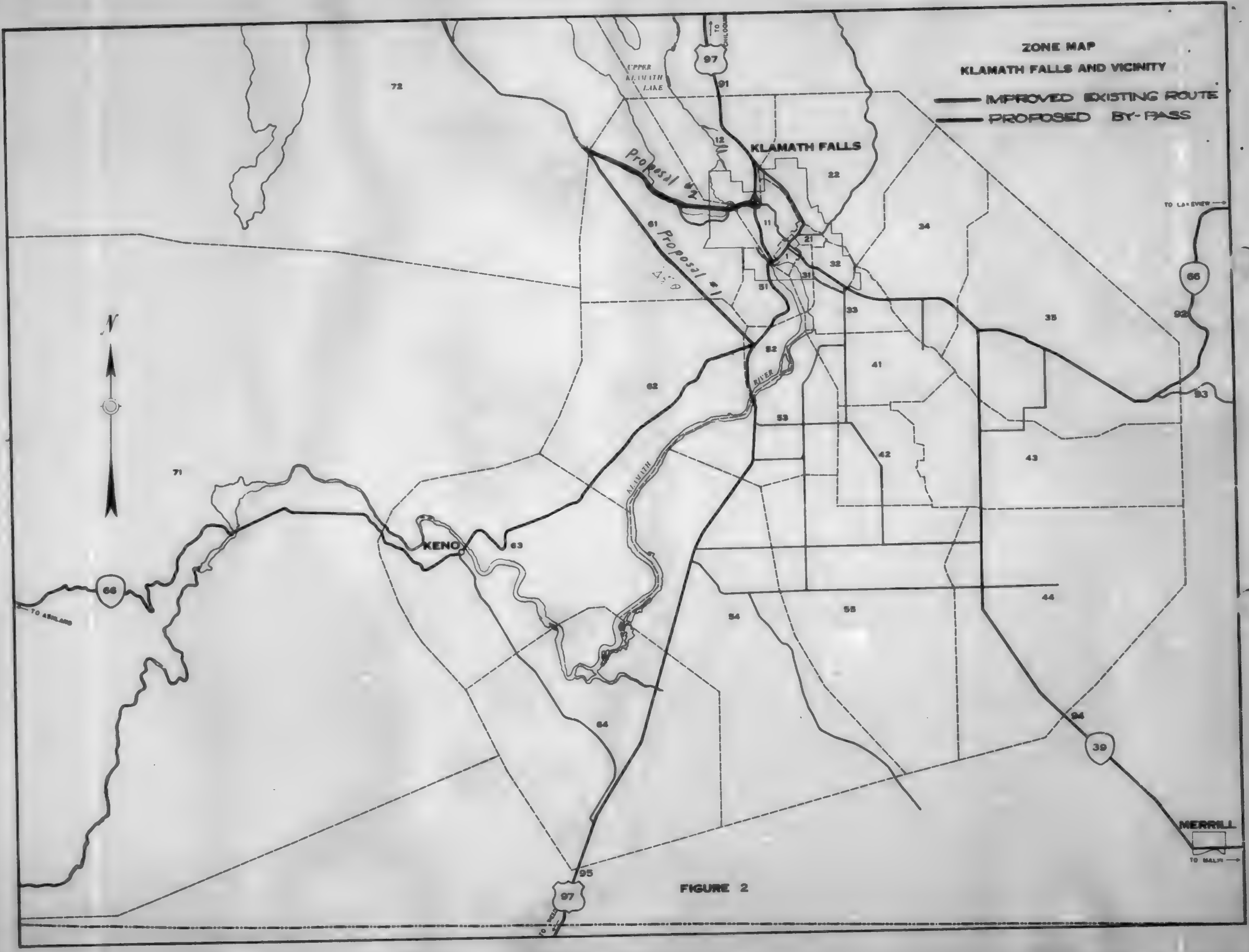
ZONE MAP
KLAMATH FALLS AND VICINITY
IMPROVED EXISTING ROUTE
PROPOSED BY-PASS
N
TO CHILOQUIN
97
91
UPPER KLAMATH LAKE
12
KLAMATH FALLS
22
11
21
1
31
32
34
35
33
41
42
43
44
51
52
53
54
55
61
62
63
64
71
72
Proposal #2
Proposal #1
RIVER
KLAMATH
KENO
66
TO ASHLAND
TO LAKEVIEW
66
92
93
94
39
MERRILL
TO MALIN
95
97

FIGURE 2

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S-RS-60(3)
7331

January 5, 1961

Mr. J. R. Kalinoski, County Engineer
Klamath County Courthouse
Klamath Falls, Oregon

Dear Mr. Kalinoski:

Reference is made to the question asked me on January 4 by the County Court concerning progress we are making with the Grandale Draw versus improvement of the existing facility reconnaissance survey.

Would you please advise the Court that our people have been waiting for satisfactory picture-taking flying weather to map this area. It sticks in my mind that you advised me you have up-to-date pictures of this area and I admit I forgot to inform our people of this.

Assuming it is correct that you have adequate photography covering the Grandale Draw area, our people tell me I can advise you we would hope to have this study completed in April.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Victor D. Wolfe
Administrative Assistant

VDW:mm
cc W. C. Williams
Forrest Cooper
Tom Edwards

P

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S-RS-60(3)
7331

Salem, Oregon
October 21, 1960

Orendale Draw
Klamath Falls Are.

Mr. Tom Edwards
Construction Engineer
BUILDING

In my meeting with the Klamath County Court this week, the subject of the Orendale Draw route for the Lake of the Woods Highway in the Klamath Falls area again reared its head.

The Klamath County Court feels very strongly that the Orendale Draw should be constructed in lieu of reconstructing the existing facility through this general area. You will recall that this was a matter of discussion recently when you and I were in Klamath Falls. The County Court is at this time desirous of a co-operative project on this route, which would at the present time incorporate only the County's purchasing of necessary rights of way as such might become available so that the project could be constructed by the State at some later date.

I pointed out to the Court that the Highway Department was "dragging its feet" strenuously since the Orendale Draw route would increase the distance some two miles between a given point on the Lake of the Woods to downtown Klamath Falls, recognizing that the great preponderance of traffic using the Lake of the Woods is going to be headed to or from Klamath Falls proper. I further pointed out to the County Court that since we are in the vehicle-moving business we could not take lightly this additional distance involved.

It is the unanimous opinion of the County Court that this additional distance should be weighed against what in its belief would be considerable damage to the lake front property. It is the opinion of the Court that this is the only decent lake front property in the area. I discussed with the Court the possibility of a firm reconnaissance of the two routes which would have to include right-of-way problems through the tight one-half mile of built-up area on the lake shore, this report to also include an economic analysis. The Court indicated to me that if we would make such a study, while it would perhaps "die hard", it would go along with our decision and would then acquire rights of way on the chosen route.

I have discussed this with Mr. Cooper and he concurs that we should ask you to make such a study.

Victor D. Wolfe
Administrative Assistant

VDW:ms
cc: Forrest Cooper
Dean Swift

S-RS-60(3) Geary Ranch-Green Springs Int. 1969
Sec., Lake of the Woods Hwy., S.
#7331 of Kla. Falls. (Grad. & Pav.)

A+R 2140

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STATE COPY

7331

cc: OSHD (Young)
Region
Wash DC

5-3-72

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

FINAL INSPECTION AND ACCEPTANCE OF FEDERAL-AID PROJECT CONSTRUCTED UNDER 1954 SECONDARY ROAD PLAN

(PPMs 20-5 and 20-6.1)

INSTRUCTIONS - Submit original and 3 copies to the Public Roads Division Office

NOTICE OF COMPLETION AND ACCEPTANCE BY STATE HIGHWAY DEPARTMENT	STATE Oregon	REGION NO. 10
SIGNATURE F. M. Young	COUNTY Klamath	
TITLE Programing Engineer	PROJECT NO. S-RS-60(3)	
BUREAU OF PUBLIC ROADS INSPECTION MADE BY D. B. Carter, Assistant Area Engineer	DATE OF INSPECTION July 8, 1971	
IN COMPANY WITH E. J. Dunn, Resident Engineer, OSHD		
CONTRACTOR'S NAME Hughes & Ladd, Inc. and Hughes & Ladd	CONTRACT AMOUNT $ 2,229,706.12	

DESCRIPTION OF IMPROVEMENT AS PROGRAMED	IMPROVEMENT AS CONSTRUCTED				
	ROADBED (Width 44 feet)			STRUCTURES OVER 20-FOOT SPAN	
	TYPE CODE NUMBER	NET LENGTH (Miles)	BASE SURFACING WIDTH (Feet)	TYPE CODE NUMBER	NET LENGTH (Miles)
Grade, drain high-type pavement. Two 12' lanes and 10' shoulders. cyconst 5-16-72	6203	6.365	44'	-	-

NOTED
A. E. JOHNSON

REMARKS: *The project has been completed in apparent conformity with the state standards and procedures approved in accordance with the 1954 secondary road plan.*

MAY 9 1972
REGIONAL OFFICE

GEARY RANCH-GREEN SPRINGS INTERCHANGE SECTION
LAKE OF THE WOODS HIGHWAY
Klamath County
Grading & Paving

5-12-72
Johnson
Young

NOTED
TOM EDWARDS

This project provided for the construction of 6.37 miles of two-lane highway consisting of plant-mix stone base, plant-mix bituminous base and asphalt concrete pavement.

The contract was awarded on December 23, 1969 with the beginning day of the calendar workday count beginning on March 1, 1970. The contract time allowed for completion of the work was 435 calendar workdays. The project was completed within the allotted contract time.

(more)

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY BUREAU OF PUBLIC ROADS	
SIGNATURE D. B. Carter		SIGNATURE R. E. Simpson	
TITLE Area Engineer	DATE 5/3/72	TITLE Division Engineer	DATE

PREVIOUS EDITIONS MAY BE USED UNTIL SUPPLY IS EXHAUSTED

The final project cost was $2,024,737.87 which underran the contract authorization of $2,229,706.12 by 9.19 percent. The resident engineer's statement of project overruns and underruns has been reviewed. The final cost of the contract item work in the amount of $1,783,024.14 underran the contract bid amount of $1,897,961.00 by 6.06 percent.

Check measurements made on the final inspection indicate the project has been constructed in reasonable close conformity with the plans.

A copy of the State's materials certificate is attached to the Division office copy of this report. Liquidating damages in the amount of $160.00 was assessed the contractor for noncompliance with the Relative Compaction Specification. The assessment was made in accordance with the Supplemental Standard Specifications. Some 11,176 tons of the bituminous base mixture used on the project contained excess moisture and/or gradation deficiencies, considered to be in excess of the tolerances considered to indicate reasonably close conformance with specifications. The materials so incorporated into the project were considered to be nondetrimental to the final product. The contractor was penalized $1,115.90 in connection with those deviations.

RECEIVED
MAY 10 1972
OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILING

7331

March 2, 1972

Babler Bros., Inc.
4617 S. E. Milwaukie Avenue
Portland, Oregon 97202

Attention: Ray Richards

Gentlemen:

This is in reply to your recent telephone call concerning the Hughes & Ladd, Inc.-Hughes and Ladd Contract No. 7331, Geary Ranch-Green Springs Interchange Project in Klamath County.

Our contract file reveals the following information concerning the Witco Chemical Corporation claim against this project:

11-24-71	Claim letter from Witco Chemical Corporation for road oil in the amount of $35,750.70. Claim filed with Secretary of State December 6, 1971.
12-29-71	Letter from Witco Chemical Corporation changing amount of claim from $35,750.70 to $22,000. Filed with Secretary of State January 10, 1972.
1-18-72	Letter from Witco Chemical Corporation advising us that they have received payment and are releasing their claim against this contract.

Attached is a copy of the January 18, 1972, letter from Mr. G. Fishel, Regional Credit Manager of Witco Chemical Corporation, releasing their claim on the above contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH:dr
Attachment

RECEIVED
JAN 21 1972
FOR FILING

5-RS-60(3)

7331

January 21, 1972

Witco Chemical Corporation
1800 Avenue of the Stars
Century City
Los Angeles, California 90067

Attention: G. Fishel
Regional Credit Manager

Gentlemen:

Thank you for your letter of January 18 advising us that you are releasing your claim in its entirety on the Hughes and Ladd, Inc.-Hughes and Ladd Contract No. 7331 for work on the Geary Ranch-Green Springs Interchange Section of the Lake of the Woods Highway in Klamath County.

Our records indicate that your claim was for road oil in the amount of $22,000.

This information is being noted in our records and we will advise all interested parties of the receipt of your letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc Hughes and Ladd, Inc.
Hughes and Ladd
Box 736
Redding, California 96001

The Travelers Indemnity Co.
700 Main Street
Hartford, Connecticut 06108

NOTED ON CARD
1-21-72
fn

CWH:fkn

Commission

Witco Chemical

January 18, 1972

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Highway Building
Salem, Oregon 97310

Dear Mr. Query:

Thank you for your letter of January 7th acknowledging receipt of our letter of December 29th changing our claim against Hughes and Ladd Construction Company and Klamath Rock Products from $35,750.70 to $22,000.00 on State Highway Contract #7331.

We are pleased to advise, that we have now received payment of this contract in its entirety and accordingly, are releasing our claim on this contract.

Thank you for your prompt and courteous handling of this matter.

Sincerely yours,

G. Fishel

G. Fishel
Regional Credit Manager

GF:jk

NOTED
C. W. HEAD

RECEIVED
JAN 20 1972
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

Cec

Witco Chemical Corporation, Golden Bear Division
1800 Ave. of the Stars, Century City, Los Angeles, California 90067
Area Code 213 Telephone 277-4511

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JAN 6 1972
FOR FILING

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FILED
JAN 10 1972
CLAY MYERS
SECRETARY OF STATE

1859

OREGON STATE
HIGHWAY DIVISION

7331

HIGHWAY BUILDING • SALEM, OREGON • 97310

January 7, 1972

Witco Chemical Corporation
1800 Avenue of the Stars
Century City
Los Angeles, California 90067

NOTED ON CARD
1-18-72 KL

Gentlemen:

This is to acknowledge receipt of your letter of December 29, 1971, concerning your claim filed against Hughes and Ladd Construction Company and Klamath Rock Products for road oil in the amount of $35,750.70 on State Highway Contract No. 7331 in Klamath County.

Your claim was filed with the Secretary of State on December 6, 1971, and was assigned his File No. 4635.

As requested, we are changing the amount of your claim from $35,750.70 to $22,000. This information is being noted in our records, and we will advise all other interested parties of the receipt of your letter.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc The Travelers Indemnity Company
Fidelity & Surety Department
700 Main Street
Hartford, Connecticut 06103

Hughes & Ladd, Inc.-Hughes and Ladd
Box 756
Redding, California 96001

RECEIVED
JAN 11 1972
OREGON
STATE HIGHWAY COMMISSION

bc Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter. ✓

NOTED
C. W. HEAD

Witco
Chemical

December 29,1971

Mr. Floyd Query,Secretary
Oregon State Highway Division
Highway Building
Salem, Oregon 97310

Dear Mr. Query:

Thank you for your letter of December 6th acknowledging receipt of our letter of November 24th wherein we advised that Witco Chemcial Corporation has a claim for road oil grade 60/70 furnished by Hughes & Ladd Construction Company 1304 East Street Redding, California and Klamath Rock Products Balsam Drive Klamath Falls,Oregon in the sum of $35,750.70 against the bond taken from Travelers Indemnity 700 Main Street, Hartford,Connecticut for the work of Orindale Draw Road Contract #7331.

Please be advised that we are amending the sum of $35,750.70 to show that only $22,000.00 remains unpaid against this contract.

We will advise you as soon as payment is received.

Sincerely yours,

WITCO CHEMICAL CORP.

GF:jk

By

NOTED
FLOYD QUERY

Cle ✓

RECEIVED
JAN 6 1972
OREGON
STATE HIGHWAY COMMISSION

Witco Chemical Corporation
1800 Ave. of the Stars, Century City, Los Angeles, California 90067
Area Code 213 Telephone 277-4511

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FOR FILING

S-RS-60(3)

7331

December 7, 1971

Mr. Art Woods
P. O. Box 1475
Eugene, Oregon 97401

Dear Mr. Woods:

As a follow-up to our phone conversation of this morning, we have attached a copy of a letter received from Witco Chemical Corporation filing a claim with us against Contract 7331 and a copy of our reply.

A check with our Accounting Section disclosed that final payment on this contract in the amount of $1,971.47 is still outstanding as the principal contractor has not yet returned the voucher. The semi-final payment (Estimate No. 17) in the amount of $42,833.71 was mailed to the contractor approximately August 20, 1971.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkn
Atts.

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DEC 10 1971
FOR FILING

LAURENCE W. CARR
LAURENCE J. KENNEDY, JR.
R. RUSS PETERSON
DANIEL S. FROST

LAW OFFICES
CARR, KENNEDY, PETERSON & FROST
P. O. BOX 2007
1840 WEST STREET
REDDING, CALIFORNIA 96001
TELEPHONE (916) 241-2432

FRANCIS CARR 1886-1944
LAURENCE J. KENNEDY
OF COUNSEL

5-RS-60 (3)
73=1

December 6, 1971

CERTIFIED LETTER

Travelers Indemnity Company
700 Main Street
Hartford, Connecticut

Babler Bros., Inc.
4617 S.E. Milwaukie Avenue
Portland, Oregon 97202

Re: Claim of Witco Chemical Corporation on Oregon State Highway Department Contract No. 7331, Klamath County, Lake of the Woods Highway, Geary Ranch-Green Springs Interchange Section

Gentlemen:

Please be advised that we represent Hughes & Ladd, Inc., the prime contract on Oregon State Highway Contract No. 7331. Babler Bros., Inc., 4617 S.E. Milwaukie Avenue, Portland, Oregon, was a subcontractor who purchased materials from Klamath Rock Products, Balsom Drive, Klamath Falls, Oregon. Witco Chemical Corp., Golden Bear Division, 1800 Avenue of the Stars, Century City, Los Angeles, California, apparently claims it is still owed, $35,750.70 for oil furnished to Klamath Rock Products and incorporated into this project. A copy of Witco's Notice dated November 24, 1971, to the Oregon State Highway Commission, is enclosed. Also enclosed is the State's reply.

Further enclosed is a SUBCONTRACT PERFORMANCE BOND issued by Babler Bros., Inc. and Travelers Indemnity company indemnifying Hughes and Ladd, Inc.

Cc ✓

NOTED
C. W. HEAD

NOTED
LLOYD QUERY

Travelers Indemnity Company
Babler Bros., Inc.
December 6, 1971
Page two

Demand is hereby made that under the terms and conditions of such Bond and ARTICLE XI of the SUBCONTRACT AGREEMENT, that full indemnity be provided immediately. Please acknowledge your duty to indemnify Hughes & Ladd, Inc. on or before December 12, 1971.

Very truly yours,

R. RUSS PETERSON

RRP:jw
Encl.
cc: Oregon State Highway Division ✓
Attention: Fred Query, Secretary

cc: Miller & Ames
San Francisco

cc: Hughes & Ladd, Inc.
Attention: Mr. Peter Oliver

Demand is hereby made that under the terms and conditions of such Bond and ARTICLE XI of the SUBCONTRACT AGREEMENT, that full indemnity be provided immediately. Please acknowledge your duty to indemnify Hughes & Ladd, Inc. on or before December 12, 1971.

Very truly yours,

R. RUSS PETERSON

RRP:jw
Encl.
cc: Oregon State Highway Division ✓
Attention: Fred Query, Secretary

cc: Miller & Ames
San Francisco

cc: Hughes & Ladd, Inc.
Attention: Mr. Peter Oliver

BOND NO.__________
PREMIUM__________

SUBCONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we BABLER BROS., INC. as Principal, and TRAVELERS INDEMNITY COMPANY as Surety, are held and firmly bound unto HUGHES & LADD INC., a California corporation as Obligee, in the penal sum of ------Seven Hundred Thirty-Eight Thousand, Eight Hundred Seventy & No/100------------------DOLLARS ($738,870.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, That Whereas, the Principal entered into a certain agreement which is hereto attached and made a part hereof, with the Obligee dated January 20, 1970, for Klamath County, Lake of the Woods Highway, Geary Ranch-Green Springs Interchange Section, Contract No. 7331 being part of the work covered by a contract dated on or about December 23, 1969 between OREGON STATE HIGHWAY DEPARTMENT, SALEM, OREGON hereinafter called Owner, and the said Obligee for Lake of the Woods Highway, Geary Ranch - Green Springs Interchange Project. which contract and the specifications and general conditions thereof are hereby incorporated herein and shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, if the said Principal shall fully indemnify and save harmless the Obligee from all loss, liability, costs, damages, penalty, attorney's fees or expense which Obligee may incur by reason of failure to well and truly keep and perform each, every and all of the terms and conditions of said agreement on the part of the said Principal to be kept and performed, including but not limited, to completion within the time specified of all work covered by said agreement, performance of all obligations, and guarantees of the Obligee relating to such work under the contract with the Owner; then this obligation shall be of no effect, but otherwise it shall remain in full force and effect.

It is a condition hereof that any change, alteration, modification or amendment of any nature whatsoever that may be made in the terms of said agreement, any change in the character or scope of the work to be performed, or the method of performance, under said agreement or modification of said agreement or in the time for completion thereof, any change in the manner, time or amount of payment as provided therein, any change of any nature whatsoever that may be made in the terms of the contract between the said Obligee and the Owner or any change that may be made in the performance of the work under said agreement by the Principal, assented to by the Obligee, whether made under express agreement or not, may be made without notice to the Surety and without affecting the obligations of the Surety on this bond and without requiring the consent of the Surety, and no such change or changes shall release the Surety from any of its obligations hereunder, the Surety hereby consenting to and waiving notice of any such change, alteration, modification or amendment.

It is a further condition hereof that no one other than the named Obligee and the successors, administrators, or assigns of the Obligee shall have any right of action under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have hereunto set their hands and seals, this 3rd day of February, 1970.

BABLER BROS., INC.

By: Lloyd Babler
Lloyd Babler, President

TRAVELERS INDEMNITY COMPANY

By: Richard W. Merrill
Richard W. Merrill, Attorney-in-Fact

The Travelers Indemnity Company

Hartford, Connecticut

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, does hereby make, constitute and appoint

——— Richard W. Merrill of Spokane, Washington ———

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

——— Any and all bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof ———

and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect:

> ARTICLE IV, SECTION 11. The Chairman of the Board, the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Vice President, any Second Vice President, any Secretary or any Department Secretary may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the Company to execute and deliver, and affix the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him.
>
> ARTICLE IV, SECTION 13. Any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when signed by the Chairman of the Board, the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Vice President or any Second Vice President and duly attested and sealed, if a seal is required, by any Secretary or any Department Secretary or any Assistant Secretary or when signed by the Chairman of the Board, the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Vice President or any Second Vice President and countersigned and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority granted by his or their power or powers of attorney.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 30th day of November, 1959:

> VOTED: That the signature of any officer authorized by the By-Laws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE TRAVELERS INDEMNITY COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 9th day of October 1967.

SEAL

THE TRAVELERS INDEMNITY COMPANY

By G. Roger Wheeler

Secretary, Fidelity and Surety

State of Connecticut, County of Hartford—ss:

On this 9th day of October in the year 1967 before me personally came G. Roger Wheeler to me known, who, being by me duly sworn, did depose and say: that he resides in the State of Connecticut; that he is Secretary (Fidelity and Surety) of THE TRAVELERS INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of his office under the by-laws of said corporation, and that he signed his name thereto by like authority.

Margaret D. Tuttle

That THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, does hereby make, constitute and appoint

——— Richard W. Merrill of Spokane, Washington ———

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

——— Any and all bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof ———

and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect:

> Article IV, Section 11. The Chairman of the Board, the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Vice President, any Second Vice President, any Secretary or any Department Secretary may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the Company to execute and deliver, and affix the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him.
>
> Article IV, Section 13. Any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when signed by the Chairman of the Board, the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Vice President or any Second Vice President and duly attested and sealed, if a seal is required, by any Secretary or any Department Secretary or any Assistant Secretary or when signed by the Chairman of the Board, the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Vice President or any Second Vice President and countersigned and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority granted by his or their power or powers of attorney.

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> Voted: That the signature of any officer authorized by the By-Laws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE TRAVELERS INDEMNITY COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 9th day of October 1967.

SEAL

THE TRAVELERS INDEMNITY COMPANY

By G. Roger Wheeler

Secretary, Fidelity and Surety

State of Connecticut, County of Hartford—ss:

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MARGARET D. TUTTLE NOTARY PUBLIC HARTFORD, CONN.

Margaret D. Tuttle

Notary Public

My commission expires April 1, 1969

S-1869 REV. 7-65 PRINTED IN U.S.A.

(Over)

RECEIVED
DEC 22 1971
FOR FILING

Claim 4635

FILED
DEC - 8 1971
CLAY MYERS
SECRETARY OF STATE

RECEIVED
DEC 6 8 49 AM '71
RS
SEC STATE

OREGON STATE HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

S-RS-60(3)

7331

December 3, 1971

Witco Chemical Corporation
Golden Bear Division
1800 Avenue of the Stars
Century City
Los Angeles, California 90067

NOTED ON CARD
RL 12-17-71

Gentlemen:

This is to acknowledge receipt of your letter of November 24 informing us that Hughes and Ladd Construction Company and Klamath Rock Products owes you for road oil in the amount of $33,730.70.

This appears to be in reference to the Hughes and Ladd, Inc.-Hughes and Ladd Contract No. 7331 for work on the Geary Ranch-Green Springs Interchange Section of the Lake of the Woods Highway in Klamath County.

The Travelers Indemnity Company furnished the performance bond on this contract. We will advise them of the receipt of your claim letter, and we will also forward it to the Secretary of State for filing.

Please let us know when your claim has been paid.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc Hughes and Ladd, Inc.-Hughes and Ladd
The Travelers Indemnity Company
Commission
Hon. Clay Myers - Please acknowledge receipt of attached ✓
claim on the enclosed copy of this letter.

NOTED
C. W. HEAD

Witco Chemical

November 24,1971

Oregon State Highway Commission
State Highway Building
Salem, Oregon 97310

Attention: Secretary's Office

Gentlemen:

Notice hereby is given that the undersigned Witco Chemical Corporation has a claim for road oil Grade 60/70 furnished by Hughes & Ladd Construction Co., 1304 East Street, Redding California and Klamath Rock Products, Balsom Drive, Klamath Falls, Oregon in the sum of $35,750.70 against the bond taken from Travelers Indemnity 700 Main Street, Hartford, Connecticut for the work of Orindale Draw Road, Contract #7331.

WITCO CHEMICAL CORP.

By Gary Fidel

GF:jk

NOTED
LLOYD QUERY

RECEIVED
NOV 29 1971
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

Witco Chemical Corporation, Golden Bear Division
1800 Ave. of the Stars, Century City, Los Angeles, California 90067
Area Code 213 Telephone 277-4511

RECEIVED
DEC 2 - 1971
FOR FILING

S-RS-60(3)
7331

NOTED ON CARD
RL 12-2-71

December 2, 1971

Concrete Products, Inc.
P. O. Box 1868
Klamath Falls, Oregon 97601

Attention: Douglas Stiles
Manager

Gentlemen:

Thank you for your letter of November 22 advising us that your claim against Hughes and Ladd Construction Company has now been paid.

Our records indicate that your claim was in the amount of $682.41 for ready mix concrete which was furnished on the Hughes and Ladd Contract No. 7331 for grading and paving on the Geary Ranch-Green Springs Interchange Section of the Lake of the Woods Highway in Klamath County.

This information is being noted in our records and we will advise all interested parties that we received your letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:kl

bc The Travelers Indemnity Company
Hughes & Ladd, Inc.-Hughes and Ladd
Commission

C-P-I CONCRETE PRODUCTS, INC.

BATCH P LOCATION: 1900 SOUTH SIXTH STREET
TELEPHONE (503) 882-6647
P. O. BOX 1868
KLAMATH FALLS, OREGON 97601

November 22, 1971

Oregon State Highway Commission
Highway Building
Salem, Oregon 97310

Attn: Mr. Floyd Query

Dear Sir:

In your letter of January 20, 1971, regarding a claim we placed against Hughes & Ladd Construction Co. of Redding, California; you asked that you be notified when the claim was paid.

The claim for $682.41 was paid in September, 1971, we wish to thank you for your assistance.

Very sincerely yours,

Douglas Stiles

Douglas Stiles
Manager

DS:vsd

cc: Hughes & Ladd

cc: Hilfiker Pipe

NOTED
FLOYD QUERY

RECEIVED
NOV 23 1971
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RECEIVED
OCT 13 1971
FOR FILING

5-RS-60(3)
7331

October 13, 1971

The Travelers Indemnity Company
700 Main Street
Hartford, Connecticut 06115

Gentlemen:

On October 1, 1971, we wrote to you concerning release of final payment on Contract No. 7331 awarded to Hughes and Ladd, Inc.,-Hughes and Ladd for work on Geary Ranch-Green Springs Interchange Section of the Lake of the Woods Highway in Klamath County.

Final payment on this contract is $1,971.47 and the total contract amount is $1,827,494.37 including $4,193.12 for work performed under force account.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc Hughes and Ladd, Inc.
  Hughes and Ladd
 Box 736
 Redding, California 96001

 Frank Morgan
 Ivan Merchant
 V. E. Skoog
  Attn: John Kerr
 J. F. Putnam

RECEIVED
OCT 1 - 1971
FOR FILING

S-RS-60(3)

7331

September 30, 1971

Oregon State Highway Commission

Gentlemen:

Work was completed June 29, 1971 on Contract No. 7331. The contract was with Hughes and Ladd, Inc. and Hughes and Ladd and was for grading and paving on the Geary Ranch-Green Springs Interchange Section of the Lake of the Woods Highway in Klamath County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective September 30, 1971 and that you concur in this procedure at the Commission meeting on October 19, 1971.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

R. L. Porter
State Highway Engineer

cc: Floyd Query
Tom Edwards
A. E. Johnson
V. D. Wolfe
F. D. Morgan
I. D. Merchant
V. E. Skoog
L. H. Young
J. F. Putnam

VG:fw

S-RS-60(3)
7331

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

	SECTION: Geary Ranch-Green Springs Interchange	WEEK ENDING: July 24, 1971 SECTION PREFIX: 118-1017
	HIGHWAY: Lake of the Woods	COUNTY: Klamath
NAME OF JOB: Geary Ranch-Green Springs Interchange	KIND OF WORK: Grading and Paving	
CONTRACTOR: Hughes & Ladd, Inc.-Hughes & Ladd	CONTRACT NUMBER: 7331	FEDERAL AID PROJECT NUMBER: S-RS-60(3)
DATE OF CONTRACT: December 23, 1969	DATE WORK STARTED: February 6, 1970	ESTIMATED COMPLETION DATE:
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0	SPECIFIED WORK DAYS / SPECIFIED CALENDAR DAYS: Work 435	WORK DAYS USED / CALENDAR DAYS USED: Work 396
	SPECIFIED COMPLETION DATE:	PERCENT OF TIME ELAPSED: 91
PROJECT AUTHORIZATION: $2,229,706.12		PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 99
EXCLUSIVE OF ENGINEERING: $2,071,149.24	ENGINEERING AUTHORIZATION: $158,556.88	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: inc. Eng. 90
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $1,850,437.87	ENGINEERING COST TO DATE: $173,314.00	DATE PROJECT WAS COMPLETED:
ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN 10 %	PERCENT OF AUTHORIZATION: 109 %	June 29, 1971

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	Guard Rail	Box Culverts
100	100	100	100	100	100	100	100

	GRADING	SURFACING	Bit. Base	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	6.37	6.37	6.37	6.37	6.37
MILES PARTIALLY COMPLETED					
MILES COMPLETED	6.37	6.37	6.37	6.37	6.37
TOTAL ESTIMATED QUANTITIES (CONTRACT)	763,200 CY	172,950 T	25400T-1400T	1150CY-226T	39900T-2400T
TOTAL QUANTITIES CORRECTED TO DATE	713,961 CY	154,843 T	23878T-1419T	508CY-168T	40716T-2380T
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	"	"	" "	" "	" "
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	Calendar Workdays CAUSE OF DELAY
SUNDAY	Clear-Warm A.M. Cloudy P.M.			0
MONDAY	Clear-Warm			0
TUESDAY	Clear-Warm W/Cloudy Late P.M.			0
WEDNESDAY	Clear-Warm			0
THURSDAY	" "			0
FRIDAY	Partly Cloudy-Warm			0
SATURDAY	" " "			0

RECEIVED
JUL 26 1971
CONSTRUCTION DIVISION

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	No Work
MONDAY	Office crew worked on Semi-Final all this week.
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	Semi-Final submitted to Regional Office.
SATURDAY	No work

REMARKS

Percent of contract completed based on estimated cost shows 99%, which is due to S.F.O. work not completed.

cc: Const. (2)
Div. (1)
File (1)

SIGNED E. J. Dunn LOCATION Klamath Falls

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F216

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • • • SALEM, OREGON • • • 97310

yellow
County
R/W
ab. & Ret.

July 16, 1971

Oregon State Highway Commission

AGENDA
JUL 27 1971
5b

Gentlemen:

A resolution to complete the abandonment of a former section of the Lake of the Woods Highway to Klamath County will be presented for your consideration at the July 27 Commission meeting.

By agreement with the County on December 14, 1965, after completion of the Geary Ranch-Green Springs (Orindale-Cpy Draw) Section of this highway, the old section is to be abandoned to the County.

This new highway is now completed and the resolution will transfer approximately 5.3 miles to Klamath County.

We recommend your adoption of this resolution.

Very truly yours,

R. L. Porter
R. L. Porter
State Highway Engineer

[illegible]

cc Floyd Query ✓
Tom Edwards
Victor D. Wolfe
F. B. Klaboe
H. S. Cox
F. L. Hall
D. H. Moehring
J. F. Putnam

NOTED
FLOYD QUERY

Form E-123

RECEIVED
JUL 16 1971
FOR FILING

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • • • SALEM, OREGON • • • 97310

NOTED
R. L PORTER

S-RS-60(3)
7351

July 15, 1971

Mr. R. E. Simpson
Division Engineer
Federal Highway Administration
477 Cottage Street N. E.
Salem, Oregon 97310

Attn: Glenn K. Hossner

Indenture of Access
Files 39970 and 40028
Geary Ranch-Green Spr. Jct.
Section
Lake of the Woods Highway
Klamath County
S-RS-60(3)

Dear Sir:

Attached are three copies of an Information for Grant or Indenture of Access to move an access granted at Station 370 + 20 to Station 369 + 32 and widen the reservation to 60 feet. Copies of the right of way map and a portion of Sheet 11 of the construction plan are also attached.

This indenture is being processed at the request of our engineers to provide a more compatible connection to Orindale Road. The change will improve the safety and capacity of the highway.

Very truly yours,

ORIGINAL SIGNED
JOHN R. OAKES
John R. Oakes
Assistant Right of Way Engineer

JRO:ph

Attachments

cc R. L. Porter
Tom Edwards
F. B. Klaboe
L. H. Young /w/ attachments
V. E. Skoog
M. R. Mitchell /w/ attachments

RECEIVED
JUL 15 1971
OFFICE OF
STATE HIGHWAY ENGINEER

Form E-123

RECEIVED
APR 5 - 1971
FOR FILING

CONCRETE PRODUCTS, INC.
C·P·I

BATCH PL LOCATION: 1900 SOUTH SIXTH STREET
TELEPHONE (503) 882-6647
P. O. BOX 1868
KLAMATH FALLS, OREGON 97601

file

S-RS-60(3)
7331

April 2, 1971

Mr. Floyd Query
State Highway Building
Salem, Oregon 97310

Subject: Geary Ranch-Green Springs Interchange
Contract #7331
Claim against payment bond-Hughes & Ladd
Construction Company of Redding, California

Dear Mr. Query:

In regards to the above claim we have not heard from the Travelers Indemnity Company and were wondering if you could advise us as to the length of time it normally takes on a payment of this type.

We appreciate the help you have given us, and if any questions need answering, please let us know.

Very truly yours,

Douglas Stiles
Douglas Stiles

April 5
Mr. Stiles,
There is no average or normal time. The Contract is not Completed and your Claim is filed. Suggest that you Contact Hughes & Ladd, Box 756, Redding Calif 96001.
Floyd Query
Secty OSHC

RECEIVED
APR 5 1971
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

4573

RECEIVED
JAN 26 1971

FILED
JAN 21 1971
CLAY MYERS
SECRETARY OF STATE

RECEIVED
JAN 21 8 43 AM '71
CLAY MYERS
SECRETARY OF STATE

1859

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

TOM McCALL
GOVERNOR

S-R5-46(3)
7331

January 20, 1971

Concrete Products, Inc.
P. O. Box 1868
Klamath Falls, Oregon 97601

Attention: Elbert W. Stiles
President

RECEIVED
JAN 22 1971
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
1-26-71 KL

Gentlemen:

Your letter of January 13 advises that you have a claim against Hughes and Ladd Construction Company of Redding, California, on Contract 7331 on the Lake of the Woods Highway in Klamath County.

Your claim is shown in the amount of $682.41 for ready mix concrete furnished to Hilfiker Pipe Company (subcontractor).

The Travelers Indemnity Company furnished the performance bond on this contract. We will advise the surety of the receipt of the claim and we will also forward it to the Secretary of State for filing.

When the claim is paid, we would appreciate being advised.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fm

cc Hughes and Ladd, Inc.-Hughes & Ladd
The Travelers Indemnity Company

Commissioners

Hon. Clay Myers - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

NOTED
C. W. HEAD

CONCRETE PRODUCTS, INC.

BATCH PL LOCATION: 1905 SOUTH SIXTH STREET
TELEPHONE (503) 882-6647
P. O. BOX 1868
KLAMATH FALLS, OREGON 97601

January 13, 1971

Mr. Floyd Query
State Highway Building
Salem, Oregon 97310

Subject: Geary Ranch - Green Springs Interchange
Contract #7331
Claim against payment bond - Hughes & Ladd Construction Company of Redding, California

Dear Mr. Query:

Please be advised that we wish to make a claim against the payment bond of the Hughes & Ladd Construction Company for some materials furnished one of their sub-contractors in connection with the captioned contract.

In July of 1970, we furnished a quanity of Ready Mix Concrete (bill attached) to the Hilfiker Pipe Company, a sub-contractor of Hughes & Ladd. We were never paid for the concrete, and we understand that Hilfiker Pipe Company is now in receivership. The total amount of our claim is $682.41. We now wish to make a claim for this amount under Hughes & Ladd's payment bond.

We would appreciate your help in processing our claim. Please contact us at your convenience if you have any questions or desire further information regarding this matter.

Very truly yours,

Elbert W. Stiles

Elbert W. Stiles
President, Concrete Products, Inc.

RECEIVED
JAN 1 [illegible]
Oregon
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

ARRIVAL TIME

DEPARTURE TIME

SLUMP

PHONE 882-6647

C-P-I CONCRETE PRODUCTS, INC.

P. O. BOX 1868

1900 SOUTH SIXTH STREET

KLAMATH FALLS, OREGON 97601

DATE 7/27/70

C 1721

DRIVER CHUCK

TRUCK NO. 20

CUST. ORDER NO.

CUSTOMER Hil Fiker Pipe

MAILING ADDRESS

LOCATION OF POUR Orindale Draw

1½ c.y. READY MIX G3 SK P.S.I. 3/4	ROCK	@ 23.17	$ 34.75
c.y.	ROCK	@	$
c.y.	SAND	@	$
	CEMENT	@	$
	CAL. CHLORIDE	@	$
	STAND-BY TIME	@	$
	CARTAGE		$ 5.00
	VIBRATOR [illegible]		$
	EXTRAS		$
			$ 39.75

RECEIVED
JAN 15 1971
OREGON
STATE HIGHWAY COMMISSION

NOTICE

We make deliveries inside the curb line and on the lot at customer's risk only and accept no responsibility whatsoever for damages resulting from such deliveries.

A LIEN MAY BE CLAIMED FOR ALL MATERIAL AND SUPPLIES COMMENCED TO BE DELIVERED TO THE PROPERTY THE ADDRESS OF WHICH IS SHOWN ABOVE.

I have read the above NOTICE in its entirety *

3

ARRIVAL TIME

DEPARTURE TIME

SLUMP 2"

PHONE 882-6647

C-P-I CONCRETE PRODUCTS, INC.

P. O. BOX 1868

1900 SOUTH SIXTH STREET

KLAMATH FALLS, OREGON 97601

DATE 7/27/70

C 1707

DRIVER CHUCK

TRUCK NO. 20

CUST. ORDER NO.

CUSTOMER Hil Fiker Pipe

MAILING ADDRESS

LOCATION OF POUR Orindale Draw

1½ c.y. READY MIX G3 SK P.S.I. 3/4	ROCK	@ 23.17	$ 34.75
c.y.	ROCK	@	$
c.y.	SAND	@	$
	CEMENT	@	$
	CAL. CHLORIDE	@	$
	STAND-BY TIME	@	$ 15.00
	CARTAGE		$ 5.00
	VIBRATOR [illegible]		$
	EXTRAS		$
			$ 54.75

[illegible] COMMISSION

NOTICE

We make deliveries inside the curb line and on the lot at customer's risk only and accept no responsibility whatsoever for damages resulting from such deliveries.

A LIEN MAY BE CLAIMED FOR ALL MATERIAL AND SUPPLIES COMMENCED TO BE DELIVERED TO THE PROPERTY THE ADDRESS OF WHICH IS SHOWN ABOVE.

I have read the above NOTICE in its entirety *

3

ARRIVAL TIME

DEPARTURE TIME

SLUMP 2"

PHONE 882-6647

C-P-I CONCRETE PRODUCTS, INC.

P. O. BOX 1868

1900 SOUTH SIXTH STREET

KLAMATH FALLS, OREGON 97601

DATE 7/23/70

C 1574

DRIVER CAL

TRUCK NO. 26

CUST. ORDER NO.

○ CUSTOMER Hilfiker Pipe Co

MAILING ADDRESS

LOCATION OF POUR Orindale Draw

3 c.y. READY MIX 2 3 (SK) P.S.I. 3/4 ROCK @ 23.17 $ 69.51

c.y. ROCK @ $

c.y. SAND @ $

CEMENT @ $

CAL. CHLORIDE @ $

STAND-BY TIME $ 3.50

(CARTAGE) $

VIBRATOR $

EXTRAS $ 73.01

STATE [illegible] OF OREGON

○

NOTICE

We make deliveries inside the curb line and on the lot at customer's risk only and accept no responsibility whatsoever for damages resulting from such deliveries.

A LIEN MAY BE CLAIMED FOR ALL MATERIAL AND SUPPLIES COMMENCED TO BE DELIVERED TO THE PROPERTY THE ADDRESS OF WHICH IS SHOWN ABOVE.

I have read the above NOTICE in its entirety *

3

ARRIVAL TIME

DEPARTURE TIME

SLUMP 2"

PHONE 882-6647

C-P-I CONCRETE PRODUCTS, INC.

P. O. BOX 1868

1900 SOUTH SIXTH STREET

KLAMATH FALLS, OREGON 97601

DATE 7/22/70

C 1532

DRIVER CAL

TRUCK NO. 26

CUST. ORDER NO.

○ CUSTOMER Hilfiker Pipe

MAILING ADDRESS

LOCATION OF POUR Orindale Draw

3 c.y. READY MIX 6 3 (SK) P.S.I. 3/4 ROCK @ 23.17 $ 69.51

c.y. ROCK @ $

c.y. SAND @ $

CEMENT @ $

CAL. CHLORIDE @ $

STAND-BY TIME @ $

(CARTAGE) $ 3.50

VIBRATOR $

EXTRAS $

○ $ 73.01

NOTICE

We make deliveries inside the curb line and on the lot at customer's risk only and accept no responsibility whatsoever for damages resulting from such deliveries.

A LIEN MAY BE CLAIMED FOR ALL MATERIAL AND SUPPLIES COMMENCED TO BE DELIVERED TO THE PROPERTY THE ADDRESS OF WHICH IS SHOWN ABOVE.

I have read the above NOTICE in its entirety *

3

ARRIVAL TIME

DEPARTURE TIME

SLUMP 2"

PHONE 882-6647

C-P-I CONCRETE PRODUCTS, INC.

1900 SOUTH SIXTH STREET

P. O. BOX 1868

KLAMATH FALLS, OREGON 97601

DATE 7/16/70

C 1394

DRIVER PARKER

TRUCK NO. 40

CUST. ORDER NO.

CUSTOMER Hilfiker Pipe Co.

MAILING ADDRESS

LOCATION OF POUR Orindale Draw

3 c.y.	READY MIX 6.3 SK. P.S.I. 3/4	ROCK	@ 23.17	$	69.51
c.y.		ROCK	@	$	
c.y.		SAND	@	$	
	CEMENT		@	$	
	CAL. CHLORIDE		@	$	
	STAND-BY TIME		@	$	
	CARTAGE			$	3.50
	VIBRATOR			$	
	EXTRAS			$	
				$	73.01

NOTICE

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A LIEN MAY BE CLAIMED FOR ALL MATERIAL AND SUPPLIES COMMENCED TO BE DELIVERED TO THE PROPERTY THE ADDRESS OF WHICH IS SHOWN ABOVE.

I have read the above NOTICE in its entirety *

3

ARRIVAL TIME

DEPARTURE TIME

SLUMP 2"

PHONE 882-6647

C-P-I CONCRETE PRODUCTS, INC.

1900 SOUTH SIXTH STREET

P. O. BOX 1868

KLAMATH FALLS, OREGON 97601

DATE 7/17/70

C 1430

DRIVER PARKER

TRUCK NO. 40

CUST. ORDER NO.

CUSTOMER Hilfiker Pipe Co.

MAILING ADDRESS

LOCATION OF POUR Orindale Draw

3 c.y.	READY MIX 6.3 SK. P.S.I. 3/4	ROCK	@ 23.17	$	69.51
c.y.		ROCK	@	$	
c.y.		SAND	@	$	
	CEMENT		@	$	
	CAL. CHLORIDE		@	$	
	STAND-BY TIME		@	$	
	CARTAGE			$	3.50
	VIBRATOR			$	
	EXTRAS			$	
				$	73.01

NOTICE

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A LIEN MAY BE CLAIMED FOR ALL MATERIAL AND SUPPLIES COMMENCED TO BE DELIVERED TO THE PROPERTY THE ADDRESS OF WHICH IS SHOWN ABOVE.

I have read the above NOTICE in its entirety *

3

TIME

DEPARTURE TIME

SLUMP

C-P-I Concrete Products, Inc.

1900 SOUTH SIXTH STREET KLAMATH FALLS, OREGON 97601

DATE [illegible]

C 1291

DRIVER [illegible]

TRUCK NO. 27

CUST. ORDER NO.

CUSTOMER [illegible] Co.

MAILING ADDRESS

LOCATION OF POUR [illegible]

4 c.y. READY MIX G.3 SK P.S.I. 3/4 ROCK @ ~~[illegible]~~ $ ~~[illegible]~~

c.y. ROCK @ 23.17 $ 92.68

c.y. SAND @ $

CEMENT @ $

CAL. CHLORIDE @ $

STAND-BY TIME @ $ 15.00

CARTAGE $

VIBRATOR $

EXTRAS $

$ 107.68

NOTICE

We make deliveries inside the curb line and on the lot at customer's risk only and accept no responsibility whatsoever for damages resulting from such deliveries.

A LIEN MAY BE CLAIMED FOR ALL MATERIAL AND SUPPLIES COMMENCED TO BE DELIVERED TO THE PROPERTY THE ADDRESS OF WHICH IS SHOWN ABOVE.

I have read the above NOTICE in its entirety *

PHONE 882-6647

P. O. BOX 1868

ARRIVAL TIME

DEPARTURE TIME

SLUMP 2"

C-P-I Concrete Products, Inc.

1900 SOUTH SIXTH STREET KLAMATH FALLS, OREGON 97601

DATE 7/15/77

C 1375

DRIVER [illegible]

TRUCK NO. 40

CUST. ORDER NO.

CUSTOMER [illegible] Co.

MAILING ADDRESS

LOCATION OF POUR [illegible]

3 c.y. READY MIX G.3 SK P.S.I. 3/4 ROCK @ 23.17 $ 69.51

c.y. ROCK @ $

c.y. SAND @ $

CEMENT @ $

CAL. CHLORIDE @ $

STAND-BY TIME @ $

CARTAGE $ 3.50

VIBRATOR $

EXTRAS $

$ 73.01

NOTICE

We make deliveries inside the curb line and on the lot at customer's risk only and accept no responsibility whatsoever for damages resulting from such deliveries.

A LIEN MAY BE CLAIMED FOR ALL MATERIAL AND SUPPLIES COMMENCED TO BE DELIVERED TO THE PROPERTY THE ADDRESS OF WHICH IS SHOWN ABOVE.

I have read the above NOTICE in its entirety *

ARRIVAL TIME

DEPARTURE TIME

SLUMP 2"

PHONE 882-6647

C-P-I CONCRETE PRODUCTS, INC.

1900 SOUTH SIXTH STREET

P. O. BOX 1868

KLAMATH FALLS, OREGON 97601

DATE 7/14/72

C 1327

DRIVER [illegible]

TRUCK NO. 40

CUST. ORDER NO.

CUSTOMER [illegible]

MAILING ADDRESS

LOCATION OF POUR [illegible]

4 c.y. READY MIX G-3 P.S.I. 3/4 ROCK @ 23.17 $ 92.68

c.y. ROCK @ $

c.y. SAND @ $

CEMENT @ $

CAL. CHLORIDE @ $

STAND-BY TIME @ 15.00 $ 22.50

CARTAGE $

VIBRATOR $

EXTRAS $

$ 115.18

NOTICE

We make deliveries inside the curb line and on the lot at customer's risk only and accept no responsibility whatsoever for damages resulting from such deliveries.

A LIEN MAY BE CLAIMED FOR ALL MATERIAL AND SUPPLIES COMMENCED TO BE DELIVERED TO THE PROPERTY THE ADDRESS OF WHICH IS SHOWN ABOVE.

I have read the above NOTICE in its entirety *

RECEIVED
OCT 19 1970

FOR FILING
S-RS-[illegible](5)
7331

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
October 14, 1970

SUBJECT: Proposed Left-Turn Refuge & Traffic Signal
Green Springs Highway - Lake-of-the-Woods Highway Junction
Klamath County

To: F. B. Klaboe
Asst. State Highway Engineer
BUILDING

3634

We have made an in-depth analysis of predicted traffic conditions at the intersection of the Green Springs Highway and the new alignment of the Lake-of-the-Woods Highway. We also have additional information concerning the county road located adjacent to the interchange ramp. Correspondence concerning both aspects of this location is attached.

Based on information from the Regional Office and on the analysis of projected traffic conditions made by this office, I would recommend the following items:

OK 1. That a left-turn refuge be installed immediately as part of the existing construction contract. This refuge would serve the west-to-north left turn.

OK 2. At such time as the property opposite the Lake-of-the-Woods Highway intersection is developed, that the developer be required, as part of his access permit, to install a left-turn refuge for the east-to-south left turn into his property.

OK 3. Our analysis indicates that a traffic signal installation cannot be justified at this time. It is known that depending on future development plans of the adjacent property, that a traffic signal could very well be required for safe operation in the future. At such time, if the property is developed and depending upon the extent of development, it is recommended that the traffic signals also be included as a portion of the developer's access permit.

OK 4. The existing county road adjacent to the US97 Interchange should remain undisturbed in order to provide access into the Mitchell Brothers' property. At such time as the private developer proceeds with his program, then the entire matter of the county road access should be reviewed to determine if the existing county road should be severed and access provided to Mitchell Brothers' property via a route to be provided by the developer.

[illegible] w/ [illegible]
[illegible]
10-19-70

Approved 10-18-70

Asst. State Hwy. Engr.

SP*32478-794

Copies of the pertinent reports as well as the Region's proposed left-turn refuge design are attached. If you approve of the proposal as outlined above, I will contact the Regional Office and care for the left-turn refuge installation.

I would appreciate having Putnam's letter and plan returned on the proposed access revision and left turn design, since it is the only copy available to this office.

L. E. George

L. E. George
Operations Engineer

LEG:mk

Attachments

RECEIVED
OCT 14 1970
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 13 1970

FOR FILING

S-RS-60(3)
7331

October 12, 1970

100

Mr. Lee E. Dunn
3610 Balsam Drive
Klamath Falls, Oregon 97601

Dear Mr. Dunn:

The problem of your private road and approach to the new Geary Ranch-Green Springs Interchange Section of the Lake of the Woods Highway has been discussed with our field personnel and with the contractor. The contractor will blade the roadway and place whatever gravel is necessary to bring your roadway into the same condition it was prior to its use by State and contractor personnel.

We hope this will satisfactorily conclude the matter.

Very truly yours,

R. L. Porter
State Highway Engineer

By

A. E. Johnson
Assistant State Highway Engineer

cc R. L. Porter
Tom Edwards
F. D. Morgan
J. F. Putnam

JAB:fw ms

Routing
Morgan
Decker
Pease E
Swan
Glenn
Litchfield
Gallagher
Stein

RECEIVED
OCT 7 1970
CONSTRUCTION
DIVISION

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon 97701
October 6, 1970

SUBJECT: Complaint Mr. Leo E. Denn
Geary Ranch-Green Springs Interchange
Lake of the Woods Highway
Klamath County

To: F. D. Morgan
Construction Engineer
Salem

Attention: John Bond

On my last trip to Klamath Falls, I investigated the matter of Leo E. Denn's complaint and ascertained that he did have a road approach off of Balsam Drive to his home which is now on the easterly side of our Geary Ranch Project.

His option called for us to construct a road approach connecting this driveway to the new highway and in so doing we eliminated approximately 200' of the original road approach, as our new approach was constructed at right angles, while the old one crossed at an extreme angle.

The approach was utilized by both our personnel and contractor personnel until Mr. Denn complained, at which time instructions were issued by Mr. Dunn for our crews to no longer use the approach. It is also true, that after this occured, Mr. Dunn did utilize the approach one (1) time; going up over the flat slope of the fill on our new road way.

A temporary fence is across the road way at this time and it will be constructed permanently by County Forces when they have an opportunity to return to the project to complete the fencing. I also discussed the matter with the contractor and he will be more than happy to make a quick pass over the entire road way with his blade and if necessary we will furnish a load or two of rock to bring the approach into a satisfactory condition.

J. F. Putnam
J. F. Putnam
Regional Engineer

JFP:pb

Enclosure

cc: E. J. Dunn

STATE OF OREGON
STATE ENGINEER
WATER RESOURCES DEPARTMENT
516 PUBLIC SERVICE BUILDING
SALEM 97310

RECEIVED
SEP 29 1970
CONSTRUCTION
DIVISION

Routing
REFER TO
FILE NO.
Pease
Swan
Glenn
Litchfield
Gallagher
Stein

September 25, 1970

Johnson
RM

Contract 7331

Mr. Leo E. Denn
3610 Balsam Drive
Klamath Falls, Oregon 97601

Dear Mr. Denn:

The problems set forth in your letter appear to be within the jurisdiction of the Highway Division; therefore, I have sent your letter to them.

Very truly yours,

CHRIS L. WHEELER
State Engineer

CLW:alv

cc: Mr. Tom Edwards
Assistant State Highway Engineer

RECEIVED
SEP 25 1970
OFFICE OF
STATE HIGHWAY ENGINEER

COPY

Klamath Falls, Ore.
Sept. 9, 1970

Mr. Chris L Wheeler
State Engr.
Salem Ore.

Dear Sir:

First I wish to thank everyone concerned, for the fine dreanage job, on highway 101 at knoxville. This will benifet our highway as well as all the people living in this area. Especialy I wish to compliment Mr. Howard Johnson at Corvallis. Then especialy Mr. Elb Elliot the section foreman at Waldport. This man is on the ball I have seen him in action.

Now I have a complaint. My property at Klamath Falls is located at the begining of the new peace of highway 140, that starts at the Keno or 66 junction.

I have no road contract with any one. However I did allow the County, State, and construction crews to use my private posted road. I felt sure that any damage that was done to it they would be happy to repair, since it was a convenience to them. It must have been a convenience, since they still use when I have asked them to stop it. Mr. Dunn today drove one of our state sedans aroundthe wire I have streatched across the road up over a bank that I wouldn't care to run my pickup truck over. Another crew of white collered people in another state sedan with some electronic road testing equipment, came in over the road, stoped at the wire turned around and went back came in on the new highway where they should have in the first place.

During the first week of Sept. I called Mr. Dunns office, advised his assistante that I wanted to stop all traffic over my private road. That the public was coming through by the dozzens, that ther was not much I could do till I got them stoped so I would know who was coming and g oing. He told me he would pass the word.

I went down on the job today to see mr. Dunn just after he ran around my wire. I asked him if it would be possable to get a load of gravel, where my road is woren down to the base rock. He advised me I had no road contract. I advised him thet he had trespassed. He told me to talk to the construction foreman. I told him I though he could do this. I felt that it would only be a gentlemens way of saying thank you for the use of the road.

Now since this graveling and paving outfit is not a part of the original contractors. Hughe & Ladd. I never did give them permission to go by my tresspass notices and use my road.

Actualy after consulting the district attornys officeI find this is a civil caseand would call for suing the stateand the construction Co. I hope I dont have to go into the court rooms again. Its hard on the nearvs.

Mr. Dunn told me he had no money for gravel. The old run around talk to the contractor. Can you tell me how to go about getting it done PLEASE?

Very truly your's

Leo E Denn

Leo E. Denn
3610 Balsam Dr.
Klamath Falls, Ore. 97601

RECEIVED
OCT 8 - 1970
FORM 6-30 (4-70)
FOR FILING

[illegible]

NOTED
F. B. KLABOE

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon 97310
October 7, 1970

To: J. F. Putnam
Region 4 Engineer
B E N D

na

SUBJECT: Proposed Left-Turn Refuge & Traffic Signal
Green Springs Highway - Lake-of-the-Woods Highway Junction
Klamath County

This letter is to confirm a telephone conversation that we had this date concerning the intersection of the Green Springs Highway and the new alignment of the Lake-of-the-Woods Highway.

Mr. Klaboe has indicated that a left-turn refuge should be installed immediately for the west-to-north left turn as a part of the construction project currently underway.

As was indicated to you on the phone, we will reanalyze the need for signalization to insure that a warrant for signals does in fact exist. In the meantime, based on our phone conversation, we will await a further report concerning the abandonment of the county road and the parcel of property belonging to the Mitchells that would become landlocked. Mr. Klaboe would appreciate additional information concerning this item, particularly with respect to how the parcel would be given access.

There are attached copies of a plan showing a proposed design for the left-turn channelization. As stated, this should be incorporated into the existing contract.

L. E. George
Operations Engineer

LEG:mk
Attachment
cc: F. B. Klaboe
F. D. Morgan

NOTED
F. B. KLABOE

RECEIVED
OCT 7 1970
OFFICE OF
STATE HIGHWAY ENGINEER

c

FORM E-30 (REV 10-69)

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

RECEIVED
[illegible] 1970
CONSTRUCTION
[illegible]

Bend, Oregon 97701
September 14, 1970

SUBJECT: Geary Ranch-Green Springs
Interchange
Contract No. 7331
Prefix: 118-1017

To: John Bond
Construction Administration Engineer
Salem

In regards to Mr. Elliott Segall's complaints concerning various aspects on subject project.

Mr. Dunn contacted Mr. Segall and ascertained the following:

1. A fence is still not satisfactory to Mr. Segall, however, the county is well aware of the deficiencies and will repair them when they can schedule the job along with their other work. This is strictly a County obligation.

Areas needing filling were located on the irrigation dykes and since the writing of his letter, have been fixed and according to Mr. Dunn, satisfactorily.

Item 3, Hughes and Ladd's superintendent Mr. Giest has been working with Mr. Segall to the extent that we have lost track of their verbal agreements as to access and work which they have been swapping back and forth. Mr. Segall will take up the matter of correction with Hughes and Ladd.

I have not written a rough draft reply for your signature to Mr. Segall, as his letter was written directly to Mr. Dunn and a copy of Mr. Dunn's reply is enclosed. It is my feeling that we should attempt to keep this man's complaints (as he is a very unreasonable person) taken care of at the local level or if we do not, he will be in your hair continuously.

NOTED
TOM EDWARDS

J. F. Putnam

J. F. Putnam
Regional Engineer

RECEIVED
SEP 18 1970
OFFICE OF
STATE HIGHWAY ENGINEER

JFP:pb

Enclosure

CC: E. J. Dunn

RECEIVED
DIVISION IV BEND
SEP 14 1970
DE ☐ ADE ☐ ADE ☐ DOD ☐ DOE
Assigned ______
Action ______

xxxxxxxxxxx
Klamath Falls, Oregon
September 1, 1970

The Running 'Y' Ranch
Box 1, Harriman Route
Klamath Falls, Oregon
97601

Subject: Geary Ranch-Green Springs
Interchange
Contract No. 7331
Prefix 118-1017

Attention: Elliot Segall, Manager

In answer to your letter of August 28, 1970, concerning various aspects of the construction project thru the Running 'Y' Ranch.

No. 1 In regards to your concern about the fencing.
Klamath County is aware the fence will require fixing and upgraded and have agreed to do so when their work schedule permits. Also they are in the process of obtaining materials to make the necessary fence corrections.

No. 2 Regarding the areas that need filled.
This is the first knowledge I have concerning any additional filling. I suggest that we get together in the near future and go over the areas.

No. 3 Regarding the access on the easterly side of the ranch created by the Hughes & Ladd firm.
This is a problem between Mr. Giest of the Hughes & Ladd firm and the Running 'Y' Ranch as they made their own arrangements.

E. J. Dunn
E. J. Dunn
Resident Engineer

cc: J. F. Putnam

RUTH H. TEASDEL, Owner
ELLIOT SEGALL, Manager
BOB GODING, Foreman

CATTLE, GRAINS, HAY
SEASIDE BENT GRASS SEED

The Running Y Ranch
Box 1, Harriman Route
Klamath Falls, Oregon 97601

Edwards

August 28, 1970

Al Johnson -
Pls. Handle

E. J. Dunn
2557 Altamont Drive
Klamath Falls, Oregon 97601

E. J. Dunn:

I am writing this letter in hope that it will be filed by you with the State of Oregon. This is to publicize my feelings as manager of The Running Y Ranch and will remain on record:

1. I am not satisfied with the fencing on Highway 140 through The Running Y Ranch.
2. There are some areas that are going to have to be filled before my approval of completion if given.
3. Some of the areas on the Eastern side of the ranch have been opened to travel by Hughes & Ladd and I think the accessibility has been made too convienent to the public resulting in our equipment and fences being destructed.

I therefore feel that these matters should be corrected.

Sincerely,

Elliot Segall
Manager

cc: Forrest Cooper

ES/gh

Routing
Morgan
Decker
Bond
Walker
Boehme
Johnsen

Pease
Swan
Glenn
Litchfield
Gallagher
Stein

RECEIVED
SEP 2 1970
CONSTRUCTION
DIVISION

RECEIVED
AUG 31 1970
OFFICE OF
STATE HIGHWAY ENGINEER

RE[illegible]
MAY 21 1970
FOR FILING

7331

3387

May 21, 1970

Mr. Elliot Segall, Manager
The Running Y Ranch
Box 1, Harriman Route
Klamath Falls, Oregon 97601

Dear Mr. Segall:

This is in reply to your May 8 letter concerning irregularities in the right-of-way fencing through The Running Y Ranch. By agreement between Klamath County and the State Highway Division, construction of the right-of-way fence is a County obligation, and the fence in question was built by the County.

We have been advised of a subsequent meeting, attended by Klamath County personnel and you, on May 15; at which time the County agreed to make the necessary corrections. We understand the situation has been resolved to the mutual satisfaction of all concerned.

Thank you for bringing this matter to our attention.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
J. F. Putnam - Enc.

JAB:fw srb

RUTH H. TEASDEL, Owner
ELLIOT SEGALL, Manager
BOB GODING, Foreman

CATTLE, GRAINS, HAY
SEASIDE BENT GRASS SEED

The Running Y Ranch
Box 1, Harriman Route
Klamath Falls, Oregon 97601

10312

Klabor

REFERRED TO
admin
BY SECRETARY

May 8, 1970

Routing
Morgan
Decker
Bond
Walker W
Boehme
Johnsen

RECEIVED
MAY 13 1970
CONSTRUCTION
DIVISION

Pease
Swan
Glenn
Litchfield
Gallagher
Stein

Oregon State Highway Department
State Highway Building
Salem, Oregon 97310

To whom it may concern:

On April 30, 1970, I surveyed the State Highway fence built on the Running Y Ranch. My findings are as follows:

1. The posts that hold the gates should have been treated and braced on both sides so that the weight of the gate would not pull the fence over.
2. The metal posts that hold the wire have not been driven in over the T so that they will not be pulled from the ground.
3. Where the fences are pulled across a draw, there are no anchors in which to hold the fence down. Consequently, the posts are being pulled from the ground.
4. The gates are hung without any clearance from the ground causing them to not swing properly.

Since this fence will be maintained by the County or State Highway Department, I feel there are corrections to be made.

Enclosed is a copy of specs for a fence built on a State Highway supplied to me by the State Highway Department. Since this is a Oregon State Highway, I believe this fence should live up to State specifications.

RECEIVED
MAY 11 1970
OREGON
STATE HIGHWAY COMMISSION

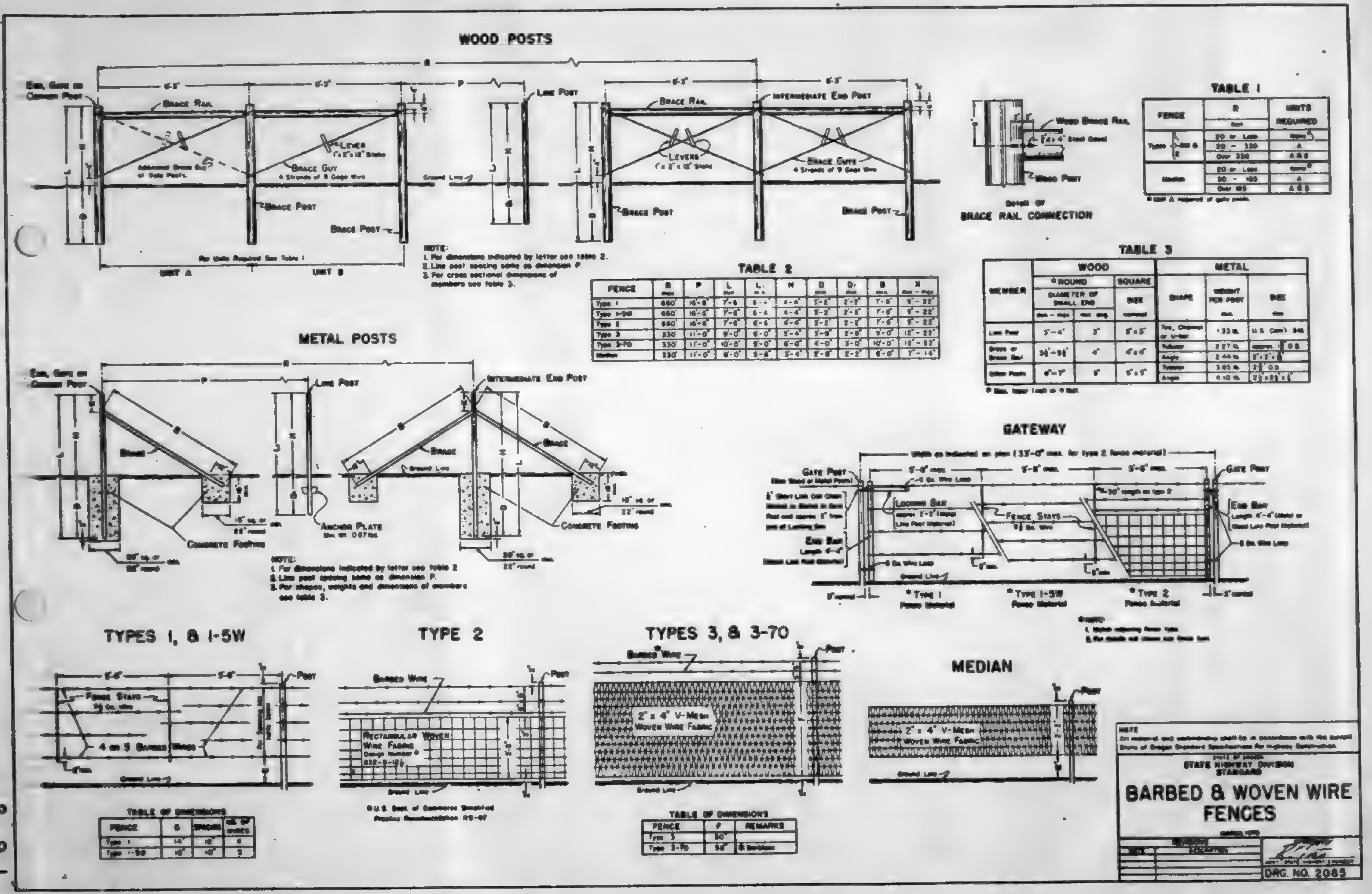
Sincerely,

Elliot Segall

Elliot Segall
Manager

RECEIVED
MAY 11 1970
OFFICE OF
STATE HIGHWAY ENGINEER

ES/gh



WOOD POSTS

NOTE:
1. For dimensions indicated by letter see table 2.
2. Line post spacing same as dimension P.
3. For cross sectional dimensions of members see table 3.

TABLE 1

FENCE	R (feet)	UNITS REQUIRED
Types 1, 1-5W & 2	20 or Less	None*
	20 – 330	A
	Over 330	A & B
Median	20 or Less	None*
	20 – 495	A
	Over 495	A & B

* Unit A required at gate posts.

TABLE 2

FENCE	R	P	L	L1	H	D	D1	B	X
Type 1	660'	16'-6"	7'-6"	6'-6"	4'-6"	3'-2"	2'-2"	7'-6"	9" – 22"
Type 1-5W	660'	16'-6"	7'-6"	6'-6"	4'-4"	3'-2"	2'-2"	7'-6"	9" – 22"
Type 2	660'	16'-6"	7'-6"	6'-6"	4'-4"	3'-2"	2'-2"	7'-6"	9" – 22"
Type 3	330'	11'-0"	9'-0"	6'-0"	5'-4"	3'-8"	2'-8"	9'-0"	12" – 22"
Type 3-70	330'	11'-0"	10'-0"	9'-0"	6'-0"	4'-0"	3'-0"	10'-0"	12" – 22"
Median	330'	11'-0"	6'-0"	5'-6"	3'-4"	2'-8"	2'-2"	6'-0"	7" – 14"

TABLE 3

MEMBER	WOOD: *ROUND, DIAMETER OF SMALL END (min – max)	WOOD: *ROUND, DIAMETER OF SMALL END (min avg)	WOOD: SQUARE, SIZE	METAL: SHAPE	METAL: WEIGHT PER FOOT	METAL: SIZE
Line Post	3" – 4"	3"	3" x 3"	Tee, Channel or U-bar	1.33 lb	U.S. (Com) [illegible]
Brace or Brace Rail	3½" – 5½"	4"	4" x 4"	Tubular	2.27 lb	approx. 1[illegible] O.D.
				Angle	2.44 lb	2" x 2" x [illegible]
Other Posts	4" – 7"	5"	5" x 5"	Tubular	3.65 lb	2[illegible] O.D.
				Angle	4.10 lb	2½" x 2½" x ¼"

* Max. taper 1 inch in 4 feet.

METAL POSTS

NOTE:
1. For dimensions indicated by letter see table 2
2. Line post spacing same as dimension P.
3. For shapes, weights and dimensions of members see table 3.

GATEWAY

Width as indicated on plan (33'-0" max. for type 2 fence material)

TYPES 1, & 1-5W

TABLE OF DIMENSIONS

FENCE	G	SPACING	NO. OF WIRES
Type 1	14"	12"	4
Type 1-5W	10"	10"	5

TYPE 2

TYPES 3, & 3-70

TABLE OF DIMENSIONS

FENCE	F	REMARKS
Type 3	50"	
Type 3-70	56"	[illegible] Barbless

MEDIAN

NOTE
All material and workmanship shall be in accordance with the current State of Oregon Standard Specifications for Highway Construction.

STATE OF OREGON
STATE HIGHWAY DIVISION
STANDARD

BARBED & WOVEN WIRE FENCES

DRG. NO. 2085

RECEIVED
SEP 11 1970
FOR FILING

File Copy

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

S-RS-60(3)
(33)

September 10, 1970

Ms. Evelyn McAtee
2237 Lakeshore Drive
Klamath Falls, Oregon 97601

Dear Ms. McAtee:

Reference is made to your application for grants of two new access points on the Lake of the Woods Highway near its intersection with the Green Springs Highway and Balsom Drive. You were previously advised by our Regional Engineer, J. F. Putnam, that he would not recommend approval of these new accesses.

A review of your application reveals that both accesses would seriously affect the safety and would not be in the interest of the traveling public, and your request must therefore be denied.

Very truly yours,

R. L. Porter
State Highway Engineer

By

ORIGINAL SIGNED BY
A. E. JOHNSON

A. E. Johnson
Assistant State Highway Engineer

AEJ:ms

cc R. L. Porter
Tom Edwards
F. D. Morgan
J. F. Putnam

FORM 2-30 (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 10, 1970

SUBJECT: Grants of Access
Geary Ranch-Green Springs Interch. Section
Lake of the Woods Highway
Contract No. 7331

To:

Mr. A. E. Johnson
Assistant State Highway Engineer
BUILDING

We have received the attached request for grants of two new access points at the easterly end of subject contract. Also attached is a sketch map showing the location of the two proposed access points. The applicant is proposing a truck service station for the requested access right of Station 447 and a combined real estate office, service station, department store, restaurant, motel and residential complex at the requested access left of Station 445+00. The area involved here is also located at the southerly end of the recently completed Klamath Falls-Green Springs Interchange project.

The Regional Engineer has recommended that this request be denied and, in fact, advised the applicant that he would not approve the access. The applicant requested that his request be considered by higher authority. We have done so and find as follows:

1. A review of the right of way map indicates that we have a relatively high degree of access control in this area. In the first mile northwesterly of the Green Springs Highway intersection, there are only four accesses on the northeasterly side and three on the southwesterly side. There are no accesses to the Green Springs Highway or The Dalles-California Highway from Balsam Drive to Klamath Falls, a distance of about three miles.

2. This access control was a factor in determination of the damages paid to the property owners affected by our construction. Even if the applicant were willing to pay an appraised value for new accesses, we believe such a maneuver would seriously erode the integrity of the highway for the motoring public.

3. The access right of Station 447 would be to a parcel of land which is not large enough for the commercial development which the applicant proposes (truck service station). Furthermore, access to this triangular

piece of property is available by way of Balsam Drive. The proposed access also would be within 300 feet of the intersection with the Green Springs Highway which could create an undue hazard. This parcel should be developed with the larger adjacent parcel which does have an authorized access to the new highway.

4. The access left of Station 445 would have to be quite steep since there is an 8 to 9-foot cut at this location and as proposed it would enter the roadway on an objectionable skew angle. This would create a possible hazard through lack of proper sight distance.

We wholeheartedly concur in the Regional Office recommendation for denial. We suggest the reply to the applicant be made from Administration level.

F. D. Morgan
Construction Engineer

By John A Bond
John A. Bond
Construction Administration Engineer

JAB/DES:fw
Attachment
cc J. F. Putnam

RECEIVED
AUG 11 1970
OFFICE OF
STATE HIGHWAY ENGINEER

INFORMATION FOR GRANT OR INDENTURE OF ACCESS

OFFICE USE ONLY
FA R/W Proj. No.
FA Const. Proj. No.

Date July 28, 1970
File No. 41189
Section Geary Ranch-Green Springs Interch.
Highway Lake of the Woods
County Klamath

1. Original Grantors: Homer O. and Evangeline Depuy

2. Present Owners: Evelyn McAtee

3. Address of Present Owners: 2237 Lakeshore Drive, Klamath Falls, Oregon

4. Are deed copies attached which will complete chain of title? ~~No~~ Yes ~~Will be forwarded upon receipt~~

5. Access Point to be Canceled:

Station	Side of Highway	Width	Use Restriction	Constructed?
None				

6. Access Point to be Granted: (NEW)

Station	Side of Highway	Width	Use Restriction	Constructed?
445+00	Left	35	None	Owner
447+00	Right	35	One way Exit	Owner

7. Reason for Change of Access: As stated in the attached letter

8. Will change affect safety of use or highway traffic capacity? Explain.
445 left This approach would not affect traffic safety.
447 right This approach would affect safety do to Green Springs Interchange.

9. Filing fee of $5 is enclosed _____. Fee is waived X. Road Approach Permit is attached No.

10. State will construct No. Estimate of cost and check in amount of
* $ N/A attached hereto. Descriptions are attached covering additional right of way to be deeded by owner to the state N/A.

RECOMMENDED:

E. J. Dunn
~~DME~~ Resident Engineer

Division Engineer

Construction or Maintenance Engineer

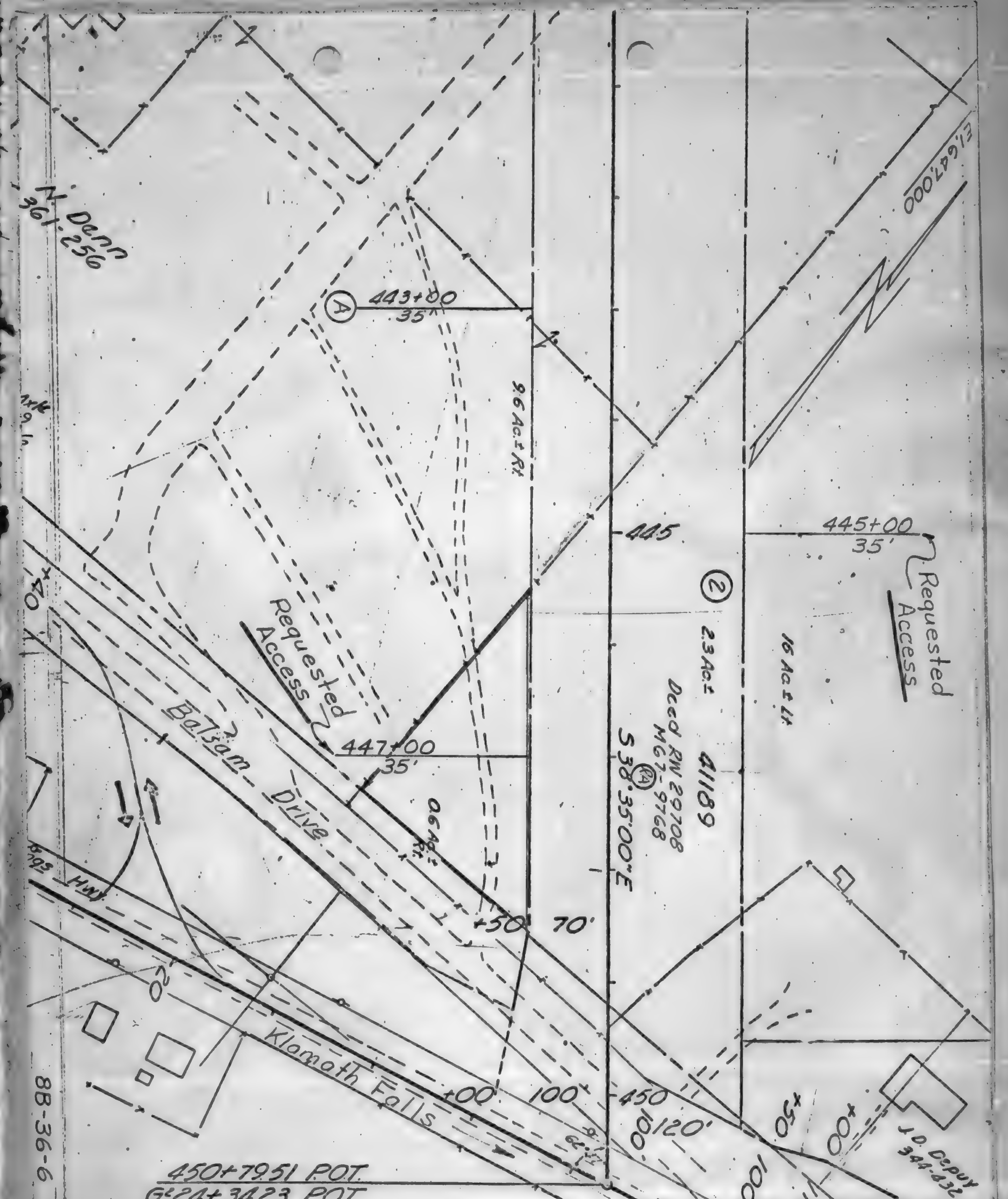
APPROVED:

Asst. State Highway Engineer

Title:
BUREAU OF PUBLIC ROADS

* Owner will Construct

Rev. 5/63


N. Dann
361-256
Ⓐ
443+00
35'
9.6 Ac.± Rt.
E 1,647,000
445
445+00
35'
Requested Access
②
2.3 Ac.±
16 Ac.± Lt.
41189
Deed RW 29708
MG 7-9768
Ⓡ
S 38°35'00"E
Requested Access
447+00
35'
0.6 Ac.± Rt.
Balsam Drive
+50
70'
Klamath Falls
Hwy
+00
100'
450
120'
+50
+00
100'
J.D. Depuy
344-232
450+79.51 P.O.T.
G²24+34.23 P.O.T.
N 194,044.83
E 1,647,349.40
8B-36-6

RECEIVED
AUG 28 1970
FOR FILING

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
August 25, 1970

SUBJECT: Proposed Access
Green Springs Interchange

To: F. B. Klaboe
Assistant State Highway Engineer
BUILDING

There is attached sketch plans and a report from Val Johnson concerning an access problem at the Green Springs Interchange. The report and sketch plans are self-explanatory.

I concur with Val's recommendation concerning the placement of the access at the location of the future connection with the Lake of the Woods Highway.

If you approve, I will instruct the Regional office to proceed with the negotiations involved with this matter.

L. E. George

L. E. George
Operations Engineer

LEG:mk

Attachment

Check status of existing road (County?) - Otherwise solution is OK

copy to George
8-28-70

Routing
Barbee
Hall
A. Olson
Sample
Terpin
Swanson
Trout
Wills
Hackleman
Scott
R. Olson
Carstensen

RECEIVED
AUG 26 1970
DESIGN DIVISION

RECEIVED
AUG 26 1970
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
F. B. KLABOE

SP*52475-734

FORM 2-30-X (12-67)

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon

August 14, 1970

SUBJECT: Proposed Access
Green Springs Interchange

To: L. E. George
Operations Engineer

OFFICE

Among the various points brought up by John Gunter during my recent trip to Klamath Falls was the matter of access to a proposed development in the southwest quadrant of the interchange between The Dalles-California and Green Springs Highways south of Klamath Falls.

The proposed development consists of the usual motorist service motel-restaurant and service station complex. It is understood that the investment will be in excess of a million dollars and that the development will fill the approximate area outlined in red on the attached construction plan. The present access to the property from the Green Springs Highway is colored in blue on the plan. The property owner has asked Gunter for a left-turn refuge. Because of the proximity of the ramp terminal intersection this would be difficult.

When the Geary Ranch-Green Springs Interchange Section of the Lake of the Woods Highway is completed it will intersect the Green Springs Highway about 400 feet west of the present access. Additional traffic will be thrown onto this section of highway. In addition, Weyerhaeuser is expanding its plant and will contribute some 4,000 vehicles to the Green Springs volume. The motorist service development should generate a sizeable volume.

I believe that it will become necessary to signalize the Green Springs-Lake of the Woods Junction -- if not at the outset at least in the near future. It would seem to be a good idea to negotiate with the owner of the development to move his access to the junction and provide left-turn lanes and signals at the one point as shown on the small plan.

Val Johnson

Val Johnson
Traffic Control Engineer

VPJ:bls

C

RECEIVED
JAN 28 1970
FOR FILING

5-RS-60(3)
7331

January 22, 1970

Hughes & Ladd, Inc.-
  Hughes and Ladd
Box 756
Redding, California 96001

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract No. 7331 for grading and paving on the Geary Ranch-Green Springs Interchange on the Lake of the Woods Highway in Klamath County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

er

Enclosure

cc: The Travelers Indemnity Company
    F. D. Morgan
    D. J. Barbee
    I. D. Merchant
    J. F. Putnam
    E. J. Dunn

C

STATE COPY

Approved; Budget Bureau No. 04-R2089.1

MONTHLY TRANSACTION NO. 1-34	FO PR-2 (REV. 5-69) U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION BUREAU OF PUBLIC ROADS	TATE Oregon
	FEDERAL-AID PROJECT AGREEMENT *(PPM 21-7)* 1 17 70	COUNTY Klamath
PROJECT REPORT NO. 3		PROJECT NO. S-23-60(3)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Geary Ranch-Green Springs Interchange Section of the Lake of the Woods Highway

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		▨
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		▨
CONSTRUCTION	11-18-69	6.365
OTHER *(Specify)*		

FUNDS Pro rata 63.54%

ESTIMATED TOTAL COST OF PROJECT 1,269,860 - Rural Secondary $ 909,297 - Secondary 2,179,157	FEDERAL FUNDS 806,869.00 - Rural Secondary 577,500.00 - Secondary $ 1,384,369.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Department)

By F B Klaboe

Assistant State Highway Engineer
(Title)

By ______________________

____
(Title)

By ______________________

____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
Federal Highway Administration
Bureau of Public Roads

By G L Green
(Division Engineer)

For: R. R. Simpson

Date executed by Division Engineer JAN 19 1970

EXISTING STOCKS OF PR-2 (REV. 5-66) WILL BE USED

Oregon State Highway Division

Federal Aid
Project No. S-RS-60(3)

GEARY RANCH-GREEN SPRINGS INTERCHANGE SECTION OF THE LAKE OF THE WOODS HIGHWAY IN KLAMATH COUNTY

Project agreement estimate.

Salem, Oregon, January 6, 1970

Type Code 6203
Roadway (Sta. 114+50 to Sta. 450+55.51)(Contract No. 7331)

Furnish Field Laboratory Building	1	only		$ 1,000.00
Temporary Protection and Direction of Traffic	All	Required		5,000.00
Clearing and Grubbing	All	Required		55,000.00
Ditch Excavation, Unclassified	10,100	cu.yd.	2.00	20,200.00
General Excavation, Unclassified	642,500	cu.yd.	0.70	449,750.00
Surcharge Excavation, Unclassified	35,400	cu.yd.	0.35	12,390.00
Overhaul	49,500	C-yd.sta.	0.10	4,950.00
Special Borrow Excavation, Unclass.	85,300	cu.yd.	1.40	119,420.00
Extra for Selected Foundation Material	1,070	cu.yd.	3.00	3,210.00
Finishing Roadbed and Slopes	6.37	mile	1,000.00	6,370.00
Trench Excavation	4,500	cu.yd.	7.00	31,500.00
Watering	1,100	M-gal.	3.00	3,300.00
3/4" - 0 Material in Base	1,050	ton	3.50	3,675.00
Plant-Mix Stone Base	171,900	ton	2.70	464,130.00
3/4" - 0 Aggregate in Prime Coat	1,150	cu.yd.	5.50	6,325.00
RC-250 Asphalt in Prime Coat	210	ton	58.00	12,180.00
Bituminous Base Mixture	25,400	ton	5.85	148,590.00
Asphalt in Bituminous Base Mixture	1,400	ton	35.00	49,000.00
Asphalt in Tack Coat	16	ton	75.00	1,200.00
Class "B" Asphalt Concrete Mixture	39,900	ton	5.85	233,415.00
Asphalt Cement in Mixture	2,400	ton	35.00	84,000.00
Class "A" Concrete in Box Culverts	700	cu.yd.	80.00	56,000.00
Reinforcement in Box Culverts	114,900	lb.	0.14	16,086.00
18-inch Paved Culvert End Slopes	20	only	400.00	8,000.00
24-inch Paved Culvert End Slopes	4	only	500.00	2,000.00
36-inch Paved Culvert End Slopes	1	only	600.00	600.00
Loose Riprap	340	cu.yd.	9.00	3,060.00
12-inch Culvert Pipe	750	lin.ft.	4.00	3,000.00
18-inch Culvert Pipe	2,200	lin.ft.	5.00	11,000.00
24-inch Culvert Pipe	900	lin.ft.	7.00	6,300.00

36-inch Culvert Pipe	340	lin.ft.	12.00	4,080.00
18-inch Irrigation Pipe	370	lin.ft.	12.00	4,440.00
21-inch Irrigation Pipe	110	lin.ft.	8.00	880.00
24-inch Irrigation Pipe	190	lin.ft.	18.00	3,420.00
30-inch Irrigation Pipe	44	lin.ft.	10.00	440.00
36-inch Irrigation Pipe	120	lin.ft.	9.00	1,080.00
18-inch Metal Slide Gates	6	only	140.00	840.00
21-inch Metal Slide Gates	4	only	160.00	640.00
24-inch Metal Slide Gates	1	only	170.00	170.00
30-inch Metal Slide Gates	1	only	280.00	280.00
Concrete Inlets, Type G-2M	6	only	250.00	1,500.00
Extra for A.C. Concrete Approaches	36	only	50.00	1,800.00
Guide Posts, W-1	190	only	7.00	1,330.00
Guide Posts, Y-1	22	only	7.50	165.00
Guard Rail, Type 2	7,500	lin.ft.	2.95	22,125.00
Guard Rail, Type 2A	1,650	lin.ft.	4.00	6,600.00
Guard Rail Terminal Anchors	32	only	200.00	6,400.00
Roadside Seeding	60	acre	140.00	8,400.00
Roadside Mulching	60	acre	140.00	8,400.00
Grass Seed Mixture	1,800	lb.	0.80	1,440.00
Inorganic Fertilizer, 22-16-8	240	cwt.	12.00	2,880.00
				$1,897,961.00
Flagging (60% of contractor's cost)				$ 2,500.00
Permanent Signing				6,500.00
Slide Removal				75,000.00
				$ 84,000.00
	Subtotal			$1,981,961.00
	10% Engr. & Cont.		*	197,196.00
	Total			$2,179,157.00

Length of Project - - - 6.365 miles
Cost of roadway per mile $342,365.59

*Reduced in accordance with par. 5 (Project Field Offices) of PPM 30-6.

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway (Rural Secondary)	$1,269,860.00	$ 806,869.00	$462,991.00
Roadway (Secondary)	909,297.00	577,500.00	331,797.00
Total	$2,179,157.00	$1,384,369.00	$794,788.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

G-1-100%

Prefix 118-1017

RECEIVED
JAN 19 1970

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

S-RS-60(3)
7331

January 16, 1970

Pacific Northwest Bell Telephone Company
700 State Street
Salem, Oregon 97301

ATTENTION: Mr. L. E. Webb

Re: Adjustment of Telephone Facilities
Geary Ranch-Green Springs
Interchange Section
Lake of the Woods Highway
Klamath County

NOTED
F. B. KLABOE

Gentlemen:

Your estimate and sketch map for the adjustment of your facilities on this project, as submitted with your letter of January 6, 1970, have been approved by Klamath County. You are hereby authorized to proceed with the work as of January 16, 1970.

Reimbursement will be made for 100% of the cost of the relocation at Station 368+72. The 87.5% was to be applied to the cost of relocating if an estimate was submitted for the relocation of all eight (8) conflicting telephone poles.

Please contact Mr. Reid Meritt, 2557 Altamont Drive, Klamath Falls, Oregon 97601, Phone: 884-3245 at least three days prior to beginning work so that your work may be coordinated with that of the State's contractor. Reimbursement for the work performed on and subsequent to January 16, 1970, will be made by Klamath County. Your billing should be directed to Klamath County, Court House, Klamath Falls, Oregon 97601, Attention; David Hoerning, County Engineer. Please be sure to include the beginning and completion dates of the work in billing to the County.

Very truly yours,

F. D. Morgan
Construction Engineer

By: ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

JMC:ss

cc: F. B. Klaboe
J. F. Putnam
Reid Meritt
J. E. Holcomb
Jess Jones

cc: David Hoerning
County Engineer
Court House
Klamath Falls, Oregon 97601

RECEIVED
JAN 19 1970
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 14 1970
FOR FILING

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

January 12, 1970

S-RS-60(3)
7331

Klamath County
~~Court House~~
Klamath Falls, Oregon 97601

ATTENTION: David Hoerning
County Engineer

Re: Adjustment of Telephone Facilities
Pacific Northwest Bell Telephone Co.
Geary Ranch-Green Springs Interchange Section
Lake of the Woods Highway
Klamath County

Gentlemen:

Enclosed herewith is an estimate and sketch from Pacific Northwest Bell Telephone Company for the adjustment of their facilities in conflict with the above subject project.

These are being forwarded for your handling as per Paragraph 4 of "THINGS TO BE DONE BY COUNTY" and the State-County Agreement dated December 14, 1965. Your attention is directed to the fact that Pacific Northwest Bell is requesting reimbursement only for the relocation of their facilities at Station 368+72. Therefore, their application of the 87.5% to the total cost of this relocation is in error. The percentage was to have been applied to the total cost of relocating all of their facilities. Pacific Northwest Bell is entitled to reimbursement for the total cost of $1,281.24.

Appropriate permits for PNB's relocated facilities will be prepared by our Permit Section.

If further information or assistance is required, please contact this office or our Field Utilities Liaison Engineer, Mr. J. E. Holcomb, P. O. Box 1128, Roseburg, Oregon 97470.

Very truly yours,

F. D. Morgan
Construction Engineer

By: ORIGINAL SIGNED BY
T. W. LITCHFIELD

T.W. Litchfield
Utilities Liaison Engineer

RECEIVED
JAN 13 1970
OFFICE OF
STATE HIGHWAY ENGINEER

JMC:ss

cc: F. B. Klaboe
C. T. Keasey
V. E. Skoog
Reid Meritt
H. S. Cox
J. E. Holcomb

NOTED
F. B. KLABOE

Enclosure

RECEIVED
DEC 5 - 1969
FOR FILM

S-RS-60(3)

7331

January 5, 1970

Hughes & Ladd, Inc.-
  Hughes and Ladd
Box 756
Redding, California 96001

Gentlemen:

Enclosed are three copies of Contract No. 7331 for $1,897,961 awarded to you by the State Highway Commission on December 23, 1969. This contract is for grading and paving on the Geary Ranch-Green Springs Interchange on the Lake of the Woods Highway in Klamath County.

Two of these copies should be signed on the contract and bond pages and returned to this office for completion. Please follow exactly the instructions given on the blue slip attached to the contract.

The third copy of the contract stamped "Advance Copy to be Retained by Contractor" is furnished for your information pending receipt of a fully executed copy.

Recording of the elapse of calendar workdays will begin March 1, 1970.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

er
Enclosures

bc: F. D. Morgan
    D. J. Barbee
    I. D. Merchant
    William Geibel (SAIF)
    J. F. Putnam
    E. J. Dunn

RECEIVED
DEC 24 1969

S-RS-60(3)

7331

December 24, 1969

Hughes and Ladd &
Hughes and Ladd, Inc.
P. O. Box 756
Redding, California 96002

Gentlemen:

The State Highway Commission on December 23 awarded to you State Highway Contract No. 7331 for grading and paving on the Geary Ranch-Green Springs Interchange on the Lake of the Woods Highway in Klamath County.

This award was based on your bid of $1,897,961 which was the low bid submitted to the Commission on December 18 for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc

bc: Frank Morgan
D. J. Barbee
I. D. Merchant
William Geibel (SAIF)
J. F. Putnam
E. J. Dunn

RECE[illegible]
DEC 1 - 1969
FOR [illegible]

S-KS-60(3)
7331

November 26, 1969

NOTED
F. B. KLABOE

The Running Y Ranch
Box 1, Harriman Route
Klamath Falls, Oregon 97601

Attention: Mr. Elliott Segall, Manager

Re: File 40024
Ceary Ranch - Green Springs
Highway Section
Lake of the Woods Highway
Klamath County

Dear Mr. Segall:

Your letter dated November 6, 1969, pertaining to the new construction on the Lake of the Woods Highway across The Running Y Ranch, has been referred to me for reply.

Please be advised that the Oregon State Highway Commission has never been in the position where they have placed dollars before safety in our highway construction. The problem you mention with equipment crossing the highway is not peculiar to this ranch alone, but is shared by many, many other properties located throughout the State. The Highway monies that are allotted to the primary and secondary highway systems are extremely limited, and at the present time the State Highway Commission is unable to meet all demands for highway improvements on these highways. The construction of equipment overcrossings or undercrossings would be an ideal solution to the elimination of many problems that exist at this time. In fact, the elimination of all on-grade crossings is desirable; however, it is simply beyond the financial capacity of the State Highway Commission to provide this type of design on primary and secondary highways.

It should be called to your attention that the construction of the new section of highway presently planned will eliminate an extremely dangerous and hazardous stretch of road. The new highway design provides for modern horizontal and vertical alignment, which will provide a maximum of sight distance throughout its entire width. This fact will enhance highway safety beyond that existing on the old road.

It has been, and will always remain, the desire of the State Highway Commission to construct highways as modern and as safe as possible within their financial capacity.

We cannot, of course, agree with your opinion that you should not be responsible for any possible accident or injury in the future. As you are no doubt aware, legal responsibility for an accident or injury must be determined by the facts of the particular case.

Very truly yours,

G. E. ROHDE
Chief Counsel

By

FRANK C. McKINNEY
Assistant Counsel

FCMcK;AHJ:rh

RECEIVED
DEC 1 1969
OFFICE OF
STATE HIGHWAY ENGINEER

TRANSACTION NO. 11-41

FORM PR-48
REV. 7-67)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

TRANSMITTAL AND REQUEST FOR INITIAL PROGRAM APPROVAL OF PROJECTS

(PPM 21-1)

STATE HIGHWAY DEPARTMENT: OREGON
DATE: 11-18-69
BY (Signature): MR. YOUNG'S NOVEMBER 6, 1969 LETTER
TITLE:

CLASS OF FEDERAL FUNDS: ☐ FAI ☐ FAP ☐ FAU ☐ FAS ☒ OTHERS RURAL SECONDARY

STAGE 1* ITEM NOS. ______ THRU ______
STAGE 2 ITEM NOS. 1 THRU ______

ITEM NO.	PROJECT NOS.	LENGTH (Miles)	TOTAL ESTIMATED COST	FEDERAL FUNDS	OTHER IDENTIFICATION AND/OR REMARKS (State) LOCATION	WORK
1	RS-S-60(3)	3.43	1,270,000	806,869	GEARY RANCH-GREEN SPRINGS INTERCHANGE LAKE OF THE WOODS HIGHWAY	GRADE, DRAIN HIGH TYPE PAVEMENT.

11-18-69

S-RS-60(3)
7331

RECEIVED
NOV 21 1969

RECEIVED
NOV 19 1969
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
F. B. KLABOE

REMARKS (Division)

THIS PROJECT IS JOINTLY FINANCED USING $695,300 OF FEDERAL AID SECONDARY AND $806,869 FEDERAL AID RURAL SECONDARY FUNDS. THE OVERALL LENGTH OF THE PROJECT IS 6.36 MILES. TOTAL COMBINED COST IS $2,365,000 OF WHICH $1,502,169 IS FROM FEDERAL FUNDS.

YOU ARE AUTHORIZED TO PROCEED WITH ACTIONS NECESSARY TO ADVANCE TO COMPLETION THE PHYSICAL CONSTRUCTION PROVIDED FOR BY THE ABOVE PROJECTS IN ACCORDANCE WITH THE PROVISIONS OF YOUR APPROVED SECONDARY ROAD PLAN. IF YOU SUBSEQUENTLY FIND THAT EXCEPTIONS TO THE PROCEDURE WILL BE NEEDED OR THAT YOUR PROPOSED DESIGN STANDARDS FOR THESE PROJECTS ARE LOWER THAN THE MINIMUM DESIGN STANDARDS AS APPROVED JUNE 24, 1968, THIS OFFICE SHOULD BE NOTIFIED OF SUCH PROPOSED EXCEPTIONS AND REASONS THEREOF.

RECOMMENDED		APPROVED	
DATE	SIGNATURE AND TITLE	DATE	SIGNATURE AND TITLE
		11-18-69	MR. E. SIMPSON, DIVISION ENGINEER

* Program approval and any authorization to proceed with a Stage 1 project shall not constitute any commitment of Federal funds nor shall it be construed as creating in any manner, any obligation on the part of the Federal Government to provide Federal funds for the undertaking.

GPO 927-934

TRANSACTION NO. 11-40

ORM PR-48
EV. 7-67)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

TRANSMITTAL AND REQUEST FOR INITIAL PROGRAM APPROVAL OF PROJECTS

(PPM 21-1)

STATE HIGHWAY DEPARTMENT OREGON	DATE 11-18-69
BY (Signature) Mr. Young's November 6, 1969 letter	
TITLE	

CLASS OF FEDERAL FUNDS
☐ FAI ☐ FAP ☐ FAU ☒ FAS ☐ OTHERS

TAGE 1*
EM NOS. ______ THRU ______

STAGE 2
ITEM NOS. 1016 THRU ______

TEM NO.	PROJECT NOS.	LENGTH (Miles)	TOTAL ESTIMATED COST	FEDERAL FUNDS
6	S-RS-60(3)	2.93	1,095,000	695,300

OTHER IDENTIFICATION AND/OR REMARKS (State)

Location	Work
Geary Ranch-Green Springs Interchange Lake of the Woods Highway	Grade, Drain High Type Pavemens

11-20-69

REFERRED TO
Young - Barber
By Asst. State Hwy. Engr.

NOTE
F. B. [illegible]

RECEIVED
NOV 13 1969
OFFICE OF
STATE HIGHWAY ENGINEER

ARKS (Division)

This project is jointly financed using $695,300 of federal aid secondary and $806,869 federal aid rural secondary funds. The overall length of the project is 6.36 miles. Total combined cost is $2,365,000 of which $1,502,169 is from federal funds.

You are authorized to proceed with actions necessary to advance to completion the physical construction provided for by the above projects in accordance with the provisions of your approved Secondary Road Plan. If you subsequently find that exceptions to the procedure will be needed or that your proposed design standards for these projects are lower than the minimum design standards as approved June 24, 1968, this office should be notified of such proposed exceptions and reasons thereof.

RECOMMENDED		APPROVED	
ATE	SIGNATURE AND TITLE	DATE 11-18-69	SIGNATURE AND TITLE for R. E. Simpson, Division Engineer

* Program approval and any authorization to proceed with a Stage 1 project shall not constitute any commitment of Federal funds nor shall it be construed as creating in any manner, any obligation on the part of the Federal Government to provide Federal funds for the undertaking.

RECEIVED
NOV 12 1969

FOR FILING
S-RS-60(3)
7351

November 6, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon 97301

Dear Sir:

We are submitting program data for one jointly financed Secondary-Rural Secondary Project No. S-RS-60(3), Items [illegible] (Secondary) and 1 (Rural Secondary) which we desire to have included in the Federal-Aid Secondary and Rural Secondary Highway Programs.

This project has been selected by the State Highway Division and local authorities in cooperation with each other as required by the Federal-Aid Act.

It is our intention to receive bids for this project on December 18, 1969.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. N. Young
Program & Planning Engineer

[illegible]:aw

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W.O.

FORM PR-1
(REV. 4-61)

FEDERAL-AID

(PPM

CARD 2	REPORT NUMBER 1 (19) (20)	PROJECT LOCATION (*45 typewriter spaces*) St. Rt. 140 1.8 mi. S. of Klamath Falls N. W. 6.36 mi. 21 65	**ADT**	PRESENT 350	FUTURE 800 (66) (70)	(71)

CARD 3	CHARACTER OF PROPOSED WORK (*35 typewriter spaces*) Gr. Dr. High Type Pave. 25 62	NATL. FOREST (63) (65)	FH ROUTE NO. (66) (68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	(74)	

CARD 4	CLASS OF FEDERAL FUNDS Secondary	COUNTY NAME
	NAME OF URBAN AREA 17-31	ROUTE NO. S

ESTIMATED PROJECT

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	CLASS	WORK TYPE	WORK STEP	TERMINI (*Full description*)	MILES	TOTAL ESTIMATED COST	FEDERAL FUNDS
1	(14-15)	(16	41	42	43 46	53		(54) (58)	(59) (66)	(67)
5					**PE**		St. Rt. 140 1.8 mi. S. of Klamath Falls N. W. 6.36 mi. (Geary Ranch - Green Springs Interchange Section)			
5					**ROW**					
5					**CONST** (CODE)			(3.43) 2.93	(1,270,000)(Rural 1,095,000	Secondary) 695,300

CARD 1	CODE 1	PREPARED BY	PROJECT TOTALS	(6.36) 2.93	(1,270,000) 1,095,000 (16) (23)	695,300 (24)
1	14	PROGRAM APPROVAL DATES				

This project is jointly financed using S
overall length of the project is 6.36 mi
Funds on the basis of percentage of Rura

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

h Falls 65	**ADT**	PRESENT 350	FUTURE 800 (66) (70)	YEAR 89 (71) (72)	REGION 08	STATE NAME Oregon	STATE CODE 35 (2) (3)	APPN CODE 022 (4) (9)	ITEM NO. 1016 (14) (18)

UTE (68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. AUTH YR (74) (75)	PROJECT NUMBER PREFIX LETTER(S) S-RS 14 23	NUMBER 60(3) 7	SEQ. NO. 13	I. Projects Only POST MI. DESIG. (24) (26) 27

COUNTY NAME Klamath CODE 035 (14) (16)

ROUTE NO. S FEDERAL-AID 288 (32) STATE 270 (36) (37) U.S. (41)

PROGRAM STAGE ☐ 1 OR ☒ 2

	MILES	ESTIMATED PROJECT COST BY PHASES TOTAL ESTIMATED COST	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	CHARACTER OF PROPOSED WORK *(Full description)*
	(54) (56)	(59) (66)	(67) (76)			
mi. ls						Gr.,Dr., 2-12' lanes High Type A.C. Pave., 10' Shldrs. and climbing lane where grade requires, adj. of irrigation facilities. ROW - 160' min; Access Control - Partial; Parking Restrictions - None
on)						
	(3.43) 2.93	(1,270,000)(Rural Secondary) 1,095,000	695,300	399,700		
ECT ALS	(6.36) 2.93	(1,270,000) 1,095,000	695,300	399,700		
		(16) (23)	(24) (33)			

REMARKS

Additional Data: Item 1,
Project RS-S-60(3)

This project is jointly financed using Secondary and Rural Secondary Federal Funds. The overall length of the project is 6.36 miles and is split between Secondary and Rural Secondary Funds on the basis of percentage of Rural Secondary Funds available.

Geary Ranch - Green Springs Interchange Section

Project S-RS-60(3)

Existing Facility - None. Located line only.

Adjacent Sections:

West End: 20' Bituminous surface with 2' shoulders.
East End: Connects to FAP 15, Green Springs Highway.

Project Data:

The proposed project consists of grade and drain, construction of two 12' lanes of high-type A.C. pavement with 10' shoulders and a 12' foot high-type A.C. pavement climbing lanes where vertical alignment makes such lanes necessary. The entire project is on new alignment.

System Action, Railroads, Water Development, Airports - None Involved.

Public Hearing - Not Required. The location/design for this project was approved by the Highway Commission on July 14, 1966. The field survey work was completed February 1967 and plans were completed June 1968. Ten of the eleven required right-of-way parcels were acquired prior to January 18,1969.

Relocation Assistance - None involved.

Park or Recreation Area - None involved.

MONTHLY TRANSACTION NO.	FORM PR-1 (REV. 4-61)
DATE SUBMITTED TO W.O.	

FEDERAL-AID PR

(PPM 2

CARD 2	REPORT NUMBER 1 (19) (20)	PROJECT LOCATION *(45 typewriter spaces)* St. Rt. 140 1.8 mi. S. Klamath Falls N.W. 6.36 mi. 21 65	**ADT**	PRESENT 350	FUTURE 800 (66) (70)	YEAR 89 (71)

CARD 3	CHARACTER OF PROPOSED WORK *(35 typewriter spaces)* Gr. Dr. High Type Pave 28 62	NATL. FOREST (63) (65)	FH ROUTE NO. (66) (68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. AUTH (74)

CARD 4	CLASS OF FEDERAL FUNDS Rural Secondary	COUNTY NAME Kl	
	NAME OF URBAN AREA 17-31	ROUTE NO. S	FEDERAL-AID 288

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	WORK			TERMINI *(Full description)*	MILES	ESTIMATED PROJECT CO	
				CLASS	TYPE	STEP			TOTAL ESTIMATED COST	FEDERAL FUNDS
1	(14-15)	(16	41	42	43 46	53		(56) (58)	(59) (66)	(67) (7
5					**PE**		St. Rt. 140, 1.8 mi. S. of Klamath Falls N. W. 6.36 mi.			
5					**ROW**		(Geary Ranch-Green Springs Interchange Section)			
5					**CONST** (CODE)			(2.93) 3.43	(1,095,000) 1,270,000	(Secondary) 806,869

CARD 1	CODE 1	PREPARED BY	PROJECT TOTALS	(2.93) 3.43	(1,095,000) 1,270,000	806,869
1	14	PROGRAM APPROVAL DATES			(16) (23)	(24) (3

This project is jointly financed using Ru
overall length of the project is 6.36 mi.
percentage of RS fund available.

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

Falls N.W. (65)	**ADT**	PRESENT 350	FUTURE 800 (66) (70)	YEAR 89 (71) (72)	REGION 08	STATE NAME Oregon	STATE CODE 35 (2) (3)	APPN CODE 075 (6) (9)	ITEM NO. 1 (14) (18)

(68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. AUTH YR (74) (75)	PROJECT NUMBER PREFIX LETTER(S) RS-S- (14) (23)	NUMBER 60 (3) (7)	SEQ. NO. (13)	I. Projects Only POST MI. (24) (26) | DESIG. (27)

COUNTY NAME: Klamath — CODE: 035 (14) (16)

ROUTE NO. S — FEDERAL-AID: 288 (32) — STATE: 270 (36) — U.S. (37) (41)

PROGRAM STAGE ☐ 1 OR ☒ 2

	MILES (54) (58)	TOTAL ESTIMATED COST (59) (66)	FEDERAL FUNDS (67) (76)	STATE FUNDS	OTHER FUNDS	CHARACTER OF PROPOSED WORK (Full description)
mi. ls						Gr., Dr., 2 - 12' Lanes High Type A.C. Pave., 10' shldrs. and climbing lane where grade requires, Adj. irrigation facilities.
ion)						
	(2.93) 3.43	(1,095,000) (Secondary) 1,270,000	806,869	463,131		ROW - 106' min; Access Control - Partial; Parking Restriction- None.
CT LS	(2.93) 3.43	(1,095,000) 1,270,000	806,869	463,131		
		(16) (23)	(24) (33)			

REMARKS Additional Data: Item 1015, Project S-RS-60 (3)

This project is jointly financed using Rural Secondary and Secondary Federal Funds: The overall length of the project is 6.36 mi. and is split between RS & S Funds on the basis of percentage of RS fund available.

USCOMM DUSCOMM-DC 46905-P61

Geary Ranch - Green Springs Interchange Section

Project S-RS-60(3)

Existing Facility - None. Located line only.

Adjacent Sections:

West End: 20' Bituminous surface with 2' shoulders.
East End: Connects to FAP 15, Green Springs Highway.

Project Data:

The proposed project consists of grade and drain, construction of two 12' lanes of high-type A.C. pavement with 10' shoulders and a 12' foot high-type A.C. pavement climbing lanes where vertical alignment makes such lanes necessary. The entire project is on new alignment.

System Action, Railroads, Water Development, Airports - None Involved.

Public Hearing - Not Required. The location/design for this project was approved by the Highway Commission on July 14, 1966. The field survey work was completed February 1967 and plans were completed June 1968. Ten of the eleven required right-of-way parcels were acquired prior to January 18,1969.

Relocation Assistance - None involved.

Park or Recreation Area - None involved.

RECEIVED
OCT 17 1969

REFERRED A
Design
BY SECRETARY

GAME COMMISSION

OFFICE OF THE DIRECTOR

P. O. BOX 3503 • 1634 S.W. ALDER ST. • PORTLAND, OREGON • 97208 • Ph. 222-9611

TOM McCALL
GOVERNOR

COMMISSIONERS
GEORGE L. HIBBARD, Chairman
J. PAT METKE, Vice Chairman
JOHN P. AMACHER, Member
JOSEPH W. SMITH, Member
JAMES W. WHITTAKER, Member

JOHN W. McKEAN
State Game Director

5-RS-40(3)
7331

October 14, 1969

cc's sent 10-15-69

F.B. Klaboe
L.H. Young
T.C. Roake (2)
C.G. Swenson
W.H. Tebeau
F.E. Terpin (2)
C.T. Keasey (2)
J. F. Putnam (2)

NOTED
F. B. KLABOE

State Highway Department
Highway Building
Salem, Oregon 97310

Attention: Mr. Frank L. Hall

Dear Sir:

We have reviewed the preliminary plans for the following two projects submitted with your letter of October 10, 1969.

Geary Ranch-Green Springs Interchange Section
Lake of the Woods Highway
Klamath County

S.P. Railroad O'xing (Goshen) Section
Pacific Highway
Lane County

Neither of the above projects will have any adverse affect on wildlife resources, and the plans are approved. We appreciate the opportunity to offer comments.

Very truly yours,

R. O. Koski

R. O. Koski
Fishery Staff Specialist

ROK:js

cc: Dir. OFC

RECEIVED
OCT 15 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 16 1969
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 12 1969
FOR FILING

S-RS-60(3)
7331

4K

9-30-69

October 2, 1969

A&R 440

Board of County Commissioners
Klamath County
Courthouse
Klamath Falls, Oregon 97601

Attention: William Milne
County Clerk

Gentlemen:

Attached for your records is a throughway agreement concerning construction of the Geary Ranch-Green Springs Interchange Section of the Lake of the Woods Highway.

We have retained a fully executed copy of this agreement for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Mead, Assistant Secretary

fkm
Attachment

cc H. S. Cox
(conformed agreement attached)

RECEIVED
SEP 17 1969
FC

S-RS-60(3)
7331

September 17, 1969

Oregon State Highway Commission

Gentlemen:

Presented for your consideration at the September 30 meeting will be a throughway agreement with Klamath County concerning construction of the Geary Ranch-Green Springs Interchange Section of the Lake of the Woods Highway, State Secondary Highway No. 270.

A prior agreement referred to this section as the Orindale Draw Section and stipulated that Klamath County was to obtain the necessary right-of-way. The Orindale Draw Section agreement was approved by the Highway Commission on December 14, 1965, and will remain in full force and effect. This prior agreement includes the provision that the County take over the existing highway between the approximate north end of this project and The Dalles-California Highway in the City of Klamath Falls, a distance of approximately 5.6 miles.

This new agreement contains the required clauses for completion of the section as a throughway and provides for construction and maintenance of the project by the State, including grading, base, paving, and structures. Klamath County has agreed to the closure of certain roads and to the terms required for the orderly relocation of utility facilities.

The project has been tentatively scheduled for contract at the December 4 bid letting at an estimated cost of $1,000,000.

I recommend your approval of the proposed agreement and request authority for the Secretary to sign the documents for and on your behalf.

Very truly yours,

Forrest Cooper
State Highway Engineer

By
R. L. Porter
Deputy State Highway Engineer

cc: Floyd Query
F. B. Klaboe
V. D. Wolfe
D. J. Barbee
V. E. Skoog
F. D. Morgan
H. S. Cox
E. S. Hunter
J. F. Putnam

MCH:ljt sr

H

[illegible]
AUG 5 - 1969
FOR FILING

5-RS-60(3)
7331

August 4, 1969

Oregon State Highway Commission

Gentlemen:

On July 14, 1966, a survey approval and resolution was approved delegating Klamath County as the purchasing agent for the necessary right-of-way on the Geary Ranch-Green Springs Interchange Section, Lake of the Woods Highway, Klamath County. No hearing was required on this project and Klamath County has acquired most of the right-of-way.

The estimated cost of construction is $2,000,000, and the project is listed on the tentatively approved Program XII. I recommend that this project be approved for the earliest possible letting and be confirmed for federal-aid financing on Program XII.

This matter will be on the agenda for the August 19 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
V. D. Wolfe
L. H. Young
F. D. Morgan
V. E. Skoog
D. H. Moehring
H. S. Cox
J. F. Putnam

BLG:ia sr

RECEIVED
JUL 17 1969
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 16, 1969

To: Memorandum to the Files

SUBJECT: Location and Design Approval
~~Geary Ranch~~-Green Springs
Interchange Section
Project S-60(-)
Lake of the Woods Highway (270)
Klamath County

This is to confirm and document the fact that the subject section had received location and design approval by the State Highway Department prior to the January 18, 1969 effective date of current PPM 20-8 based on the following data.

2. A Construction-Abandonment agreement was executed December 14, 1965 with Klamath County setting forth that the County will acquire the right of way in the States name for the relocation of the Lake of the Woods Highway (270) based on a design to provide 2 - 12' lanes with 8' shoulders, also that the County will assume control of the present section of the highway as a County road upon the completion of the construction of the new section of highway.

3. Klamath County has acquired 10 of the 11 right-of-way parcels required and the Highway Department has deeds for 9 of said parcels. The acquisition of the 10 parcels was accomplished prior to the January 18, 1969 effective date of PPM 20-8.

3. The Highway Commission approved the survey for the project on July 14, 1966.

4. The field survey for the project was completed February 6, 1967 and final plans were completed on June 20, 1968.

5. A public hearing was not required for this project under PPM 20-8 and 20-8(-) which was in effect in 1967 and 1968.

L. H. Young
L. H. Young
Program & Planning Engineer

cc: F. B. Klaboe
D. J. Barbee
H. S. Cox
R. W. Ellison
R. N. Chase
B. L. Gifford

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN

REVISED

Page 1 of ____ Pages

Section GEARY RANCH-GREEN SPRINGS JUNCTION Highway Lake of the Woods (FAR 288) County Klamath Prefix 118-1467

Res. Engr. __________ Approx. Length 6.3± Miles. Sta. 118+50± to Sta. 450+79± Date 8-26-68

Mean
Truck A.D.T. 94 Traffic Coefficient 7.9 18 kip s.a. per day 59.2 (Automobiles not considered.)

Annual Precipitation 12"± (Klamath Falls) Frost Penetration 20"-24".

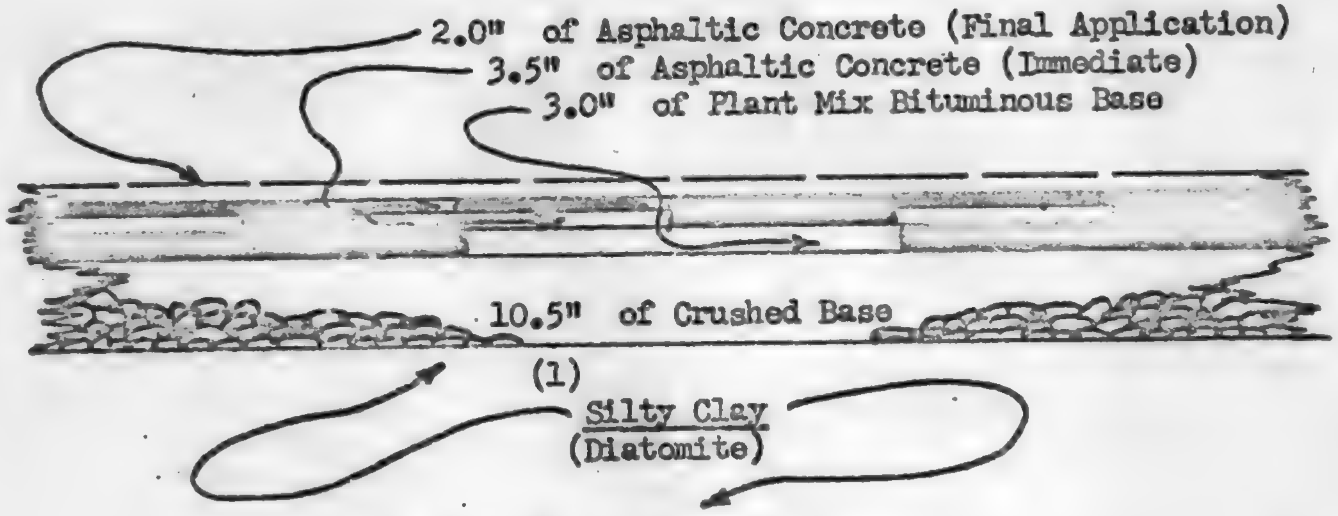
CBE Total Req.	Credit	Actual Thick.	
5-RS-26(3) 7331		FUR ,	
	4.0	2.0	A.C. (F.A.)
	7.0	3.5	A.C. (I)
	5.5	3.0	P.M.B.B.
	10.5	10.5	Cr. Base
27.0	27.0	19.0	

SEP 13 1968

(1)
Typical Soil

137	LL
61	PI
100	%P 10
80	%P200
0	%Gravel
6	%C Sand
14	%F Sand
37	%Silt
43	%Clay
3	"R" Value

[illegible]


2.0" of Asphaltic Concrete (Final Application)
3.5" of Asphaltic Concrete (Immediate)
3.0" of Plant Mix Bituminous Base
10.5" of Crushed Base
(1)
Silty Clay
(Diatomite)

AASHO CLASSIFICATION:

A-7-5 (20)

MATERIAL SOURCES:

To be determined
by the Engineer.

See Page 2 for remarks.

8 6 68

Submitted by __________
for Staff Assistant

Recommended by O A White
Engineer of Materials

Recommended by __________
Construction Engineer

Approved by F B Klaboe
Asst. State Highway Engineer

cc:
B.P.R.
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
[illegible]
Rural Engineer

GEARY RANCH-GREEN SPRINGS JUNCTION
Lake of the Woods Highway (FAR 288)
Klamath County

"OTHER ROADS"

Traffic Coefficient	A.C. Wearing Surface	3/4"-0 Level Course	Crushed Base	"CBE" Total Requirement	Actual Thickness
6.0 - 7.0	3.0"	2.0"	14.5"	22.5"	19.5"
4.8 - 6.0	2.0"	2.0"	13.0"	19.0"	17.0"
Cars Only	2.0"	2.0"	8.0"	14.0"	12.0"

Should substitutions be made use the "CBE" column to obtain the "TOTAL THICKNESS REQUIRED" and the table below for values:

1.0"	Asphaltic Concrete	=	2.0"	Crushed Base
1.0"	Plant Mix Bituminous Base	=	1.8"	Crushed Base
1.0"	Oil Mat	=	1.1"	Crushed Base
1.0"	Stone Subbase (Per Standard Specifications) (plus Supplementals.)	=	0.8"	Crushed Base

REMARKS:

Project Base Design revised in order to update traffic from a design year of 1965 to 1968.

The surfacing thickness design is based on soil only. It is anticipated that better material will be encountered during grading, but the quality and quantity is unknown at this time. The subgrade, when to grade, will be sampled and tested to determine whether a reduction in the base course is possible.

TRAFFIC ANALYSIS

SECTION: GEARY RANCH-GREEN SPRINGS JUNCTION

HIGHWAY: Lake of the Woods

COUNTY: Klamath

350 Present ADT (1968)

16 Percent Trucks

AXLES	TWO WAY TRUCK ADT	EXPANSION FACTOR	TOTAL TADT	MEAN TADT	ONE WAY EWL	AVERAGE ANNUAL EWL
2	10	2.3	23	17	450	7,650
3	15	2.3	35	25	1000	25,000
4	1	2.3	2	2	1250	2,500
5	30	2.3	69	50	3180	159,000
6	0	—	—	—	2570	—
				94	TOTAL	

TOTAL AVERAGE ANNUAL DESIGN EWL 194,150

TWENTY YEAR EWL 3,883,000

TRAFFIC COEFFICIENT 7.9

SECTION: GEARY RANCH-GREEN SPRINGS JUNCTION

HIGHWAY: Lake of the Woods

COUNTY: Klamath

PAVEMENT TYPE SELECTION

Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good ______ Fair ______ Poor ______
   Remarks:
5. Cost Comparisons: See remarks

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C. or Oil
7. Stage Construction: Part of design
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: See remarks
10. Stimulation of Competition: See remarks
11. Construction Consideration: See remarks
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not applicable
13. Traffic Safety: Not a problem
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: Local materials are adaptable to this type construction.

CONCLUSION AND REMARKS:

No cost comparison made for this project as there are no known sources that could produce specification P.C.C. aggregate in the quantity that would be required.

RECEIVED
SEP 12 1968
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 31 1968

FOR FILING

S-RS-60(3)
7331

2392

July 30, 1968

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Sir:

Re: Geary Ranch-Green Springs Interchange
Lake of the Woods Highway
Your File: 08-35-08

Reference is made to your letter of July 8 regarding the approach roads on this section.

Your first suggestion to move the approach road left of Station 124 to Station 123 will be done. This will place the approach opposite the one right of Station 123 and will provide a perpendicular crossing.

The road approach on the left side of Station 449+50 has been reviewed. While it may not be located in the most desirable position, we do not feel its location will create a hazard to the traveling public. Since this right-of-way was acquired through condemnation, we do not feel it would be worthwhile to have to re-condemn for a change in the location of this approach.

We have also made a review of all the road approaches on the job. We feel they are adequate and are all necessary. It is our recommendation that they be left as planned.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. H. Young
J. F. Putnam - Enc.

Form FH-121 (4-67)

UNITED STATES GOVERNMENT

Memorandum

Klabok

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage St. NE. - Salem OR 97301

DATE: July 8, 1968

In reply refer to: 08-35-DB

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : for R. E. Simpson, Division Engineer
Salem, Oregon

E. J. Palach

RECEIVED
JUL 10 1968
OFFICE OF
STATE HIGHWAY ENGINEER

SUBJECT: Oregon S-239( )
Geary Ranch - Green Springs Interchange Section
Lake-of-the-Woods Highway

Preliminary plans for the subject proposed project as submitted under Mr. Morgan's letter dated June 21, 1968 have been reviewed by this office and are considered to be generally satisfactory in regard to geometrics and typical section.

We wish to offer the following suggestions which we feel will improve the functioning of the approach roads as well as provide for greater safety to the highway users:

1. It is recommended that the approach road shown at Station 124 on the left be relocated in order to provide a perpendicular crossing for traffic directly opposite the approach on the right at Station 123.

2. An approach road is indicated on the plans at approximate Station 449+50 approaching to the left. This intersection with the Green Springs Highway is quite close to the interchange between the Green Springs Highway and The Dalles - California Highway. Since the Lake-of-the-Woods Highway is the major link between the Klamath Falls and Medford areas it is anticipated that a relatively high volume of traffic will be using this intersection. We feel that an approach road within 300 feet of this intersection would be hazardous to the motoring public as well as to the approach road users. It is strongly recommended that this approach be relocated or be connected to a frontage road currently under construction in the vicinity of the Green Springs Interchange with The Dalles - California Highway.

3. We recommend that a general review of all other approach roads be made with the idea of eliminating any of those which are not essential or for which a specific commitment as to location has not been made. We realize that most of these approaches are as a result of right

7-11-68 orig to Morgan PD
copy to Young

(more)

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

of way negotiations and, due to the low anticipated volume of usage of these approaches, the danger to traffic is minimized; however, we feel that consideration should be given to maintaining the least number of approach roads possible. Perhaps additional right of way or construction of frontage roads could be justified in the interest of eliminating some of the proposed approaches.

We concur in the proposed typical section and the pavement structure design for this section.

Routing
Morgan
Decker
Bond
Barbee
Walker
Glenn
Swan
RECEIVED
JUL 11 1968
CONSTRUCTION
DIVISION
Pease
Morelock
Trout
Scott
Wills
Litchfield
Olson

RECEIVED
DEC 2 1966

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

S-KS-66(3)
7331

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 21, 1966

1187

Mr. Winston W. Kurth
Klamath County Engineer
Courthouse
Klamath Falls, Oregon

Dear Sir:

Pursuant to your letter of November 7, 1966, to this office regarding the real estate option from Ruth E. Teasdel and other correspondence between various County and State officials pertaining to the pending project on the Geary Ranch-Green Springs Highway Section of the Lake of the Woods Highway, we wish to offer the following.

The County should exercise the option on the Teasdel property at your earliest convenience as outlined, with the access limited as specified in the option.

It has been determined and agreed upon by the County and State that the six stipulations as outlined in the option are acceptable to said parties, with the County at its sole expense paying the cost of fencing the right-of-way and supplying pipe for six road approaches which, under terms of option, are to be constructed by owner, and State at its sole expense responsible for the cost of constructing the cattle passes and other items as outlined in paragraph 7 of option.

We request your earliest consideration in this matter to help bring the date of construction of the project closer to reality.

We wish to express our appreciation of your interest in this matter and invite any inquiries you may have in this or other matters involving County and State.

Happy Holidays!

NOTED
F. B. KLABOE

Very truly yours,

Forrest Cooper
State Highway Engineer

By

H. S. Cox

H. S. Cox by D. N. Hewell
County and City Engineer

RECEIVED
DEC 21 1966
OFFICE OF
STATE HIGHWAY ENGINEER

bc: Forrest Cooper
F. B. Klaboe
G. E. Rohde
F. D. Morgan
J. F. Putnam
E. F. Saling
R. L. Porter
Victor Wolfe
D. H. Moering

DNH:mm
cc: Klamath County Board
of Commissioners,
Attention Mr. Bill Forhey, Chairman

Salem, Oregon 97310
December 19, 1966

Mr. D. H. Moehring
Right of Way Engineer
BUILDING

You recently received a real estate option from the Klamath County Board of Commissioners covering the property that they are acquiring from Mrs. Teasdel on the Geary Ranch-Green Springs Highway Section of the future Lake of the Woods Highway.

This option contained six stipulations involving construction of fences and cattle passes, et cetera. We have negotiated with the County concerning these stipulations and have come to an agreement with them that they will be responsible for paying the cost of the right-of-way fences required and that the State will be responsible for constructing the cattle passes at its expense. The other items are of a noncontroversial nature.

Please therefore, take whatever steps are necessary to prosecute this matter to a rapid conclusion. A copy of the Klamath County Board of Commissioners' letter accepting responsibility for the right-of-way fencing and Mr. Glenn L. Jackson's letter to Mr. A. D. Addison concerning this matter are enclosed.

F. B. Klaboe
Assistant State Highway Engineer

FBK:erb

Encs.

cc: F. D. Morgan (Enc.)
H. B. Cox (Enc.)

Hwy 270
Klam Co

BOARD OF COUNTY COMMISSIONERS

KLAMATH COUNTY OREGON

COUNTY COURTHOUSE - KLAMATH FALLS, OREGON

December 9, 1966

Mr. H. S. Cox
City-County Division
Oregon State Highway Department
Salem, Oregon 97310

Dear Mr. Cox:

Regarding the Ruth Teasdel option obtained by Klamath County for right-of-way on the Orindale Road, please be advised that Klamath County agrees to being responsible for the fencing of the right-of-way.

Enclosed herewith is a copy of a letter which resolves the differences of opinion relative to the underpasses. Your acknowledgment and acceptance of the right-of-way on these terms will be agreeable to Klamath County.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS

Bill Forney

Bill Forney
Chairman of the Board

Frank F. Ganong

Frank F. Ganong
County Commissioners

BCC:vr
cc: Winston Kurth, County Engineer
Deb Addison - Herald & News

Cox -
Porter - Klaboe
Moehring - Morgan
Putnam

RECEIVED
DEC 12 1966
ENGINEER
COUNTY & CITY DIVISION

NOTED
F. B. KLABOE

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
[illegible]
DAVID B. [illegible]SON, MEMBER
PORTLAND
FLOYD QUE[illegible]

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE HIGHWAY COMMISSION
OFFICE OF GLENN L. JACKSON
% PACIFIC POWER AND LIGHT CO.
MEDFORD, OREGON

December 8, 1966

Mr. A. D. Addison
Herald and News
Klamath Falls, Oregon 97601

Dear Dab:

This is in answer to your letter of November 28 relative to the question of Klamath County acquiring the right of way for the Orindale cut-off.

Under normal circumstances, right of way acquisition includes fencing and any special structures such as underpasses. I have discussed this matter with Mr. Cooper and we think that the fair way to settle this problem is to ask the County to acquire the right of way and take care of the fencing and we will assume the responsibility for the underpasses. I am sure that the County can meet the fencing requirements much cheaper than we can and, by this means, would not break the precedent that has been established over the years on matters of this type.

Will you see if this can't be settled on this basis?

Sincerely yours,

Glenn L. Jackson

Glenn L. Jackson
Chairman

GLJ:cjr

FORM S-129X 50M 4-66

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

November 30, 1966

Mr. W. W. Kurth
Klamath County Engineer
Courthouse
Klamath Falls, Oregon

Right-of-way Acquisition
Orindale Draw Section
Lake of the Woods Highway

Dear Sir:

Pursuant to your telephone call of November 29 regarding subject matter, we wish to offer the following:

You asked if County could acquire the right-of-way through the "road viewer" method as covered under statutory procedure. This method would not be applicable in this instance as said section of highway was established as a throughway by the Highway Commission on July 14, 1966, as per "Survey Resolution No. 317," a copy of which I am enclosing.

Requirements under the referred to "road viewer" method are for acquisition of lands for county road purposes, whereas, as indicated above, this is for state highway purposes and to be acquired by the County in the name of the State.

We trust this will answer your questions. You may, however, wish to consult with the Klamath County district attorney on this matter, and if he has any questions he should contact our legal staff in Salem by telephoning 364-2171, extension 320.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

H. S. Cox
H. S. Cox by D.N. [illegible]
County and City Engineer

DNH:mm
Encl.

bc: F. B. Klaboe
F. D. Morgan
D. H. Moehring
F. C. McKinney
J. F. Putnam

RECEIVED
NOV 30 1966
OFFICE OF
STATE HIGHWAY ENGINEER

B/up
12-12

FORM 2-80 80M 10-65 SP*23401-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
November 22, 1966

SUBJECT: Geary Ranch-Green Springs Junction, Lake of the Woods Highway, Klamath County

To: Mr. H. S. Cox
County-City Engineer
BUILDING

I enclose various data concerning the acquisition of right-of-way for this project from the new owner of the Geary Ranch, Ruth H. Teasdel. You will note that the County has optioned the land for $27,723, plus agreeing to do additional things.

We do not object to including in the construction items 3 through 6. We do object to items 1 and 2 (estimated to cost $66,250) on the basis (as already explained to the County) that they are a right-of-way obligation and not a construction obligation.

24,152
Fencing
Cattle Passes. ③
(31 055.00)
+20% 11,00
E & C

If the County will agree to assume the cost of these two items, we will present the option to the Commission for execution.

Please check and advise me.

Via Phone

11-23-66 W. Kurth [illegible] accepts [illegible]

Si

F. B. Klaboe
F. B. Klaboe
Assistant State Highway Engineer

NOTED H. S. COX

RECEIVED
NOV 23 1966
OFFICE OF
STATE HIGHWAY ENGINEER

FBK:srb

Encs.

cc: Victor D. Wolfe
F. D. Morgan
D. H. Moehring

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NOV 22 1966
ENGINEER
COUNTY & CITY DIVISION

1. Fence extra cost to R/W
2. Cattle Passes 10'x8' Extra cost by difference over normal
3. Construction charge
4. " "
5. County stop obligation
6. " "

Option		27,723
Fence & Boxes		66,250
	$	93,973

Extra for Fence

				6,336	
				17,440	
				376	
				24,152	
Cattle Pass	187+08	10'x8'	12,309	12,309	
" "		78" CMP		5022	
				7,287	7,287
" "	253+40	10'x8'	9,600	9,600	
		78"		4656	
				4944	4,944
" "	324+50	10x8	9,146	9,146	
		78"		4,395	
			31,055	4,751	4751
Extra cost for Boxes					16,982
				24,152	24,152
				16,982	31,055
				41,134	55207
20% E&C				8226	11043
Total Ex Cost by difference				49,360	
Total Extra Cost of R/W					66,250

FORM E-30 50M 3-65 SP*6470-784

Routing
Morgen
Decker
Bond
Barbee
Walker
Swan
Pease E
Morelock
Trout
Scott
Wills
Litchfield
Olson

RECEIVED
NOV [illegible] 1966
CONSTRUCTION
DIVISION

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Klamath Falls, Oregon 97601
November 16, 1966

SUBJECT: Geary Ranch-Green Springs Jct.
Lake of the Woods Highway
Klamath County

To: Mr. J. E. Morelock
Chief Locating Engineer
State Highway Bldg.
Salem, Oregon 97310

Enclosed herewith are the estimates of quantities which includes a 10% allowance and the estimates of cost for the type II fence, the 10' x 8' RCBC cattle passes, and the 78" CMP cattle passes as discussed in your telephone conversation with this office this morning.

The type II fence estimate has been divided into three areas. Station 115+58 to Station 187+00 covers the area through the irrigated lands of the Teasdel property, Station 187+00 to Station 335± covers the area through the timbered lands, and the remaining estimate covers the area in the NW¼NE¼ of Section 1, T.39S., R.8E. (ownership of this piece may have been retained by Geary Brothers).

At the time that the field work on this project was being done, Mr. Geary was contacted concerning what type of structures would be required for cattle passes. He asked for box culverts at approx. Stations 187+50 and 324+50 and also a cattle pass approximately half way between these two. He was informed that normally a 78" CMP culvert was used for cattle passes by the Department. Mr. Ed Geary said that this would not be adequate since he would have to drive his cattle through the structures at Stations 187+50 and 324+50. He also desired to use the structure at Station 187+50 as a light equipment pass. The 78" culvert at Station 253+50 was adequate, he said, as the cattle would move through the structure going to and from water on their own.

The two 10' x 8' RCBC and the 78" culvert were to be set up in the project with these thoughts in mind. The County, however, agreed with the property owner to build all cattle passes as 10' x 8' RCBC. We have been given no reason, as yet, for this action.

Please contact this office if further information is required.

Very truly yours,

W. W. Robertson
by Dennis R. West
W. W. Robertson
Resident Engineer

cc. J. F. Putnam

Geary Ranch-Green Springs Jct. Section
Lake of the Woods Highway
Klamath County

Cost of constructing a type II fence Station 115+58 to Station 187+00.

Type II Fence	792 rods @ $8.00	$ 6,336

Cost of constructing a type II fence Station 187+00 to Station 335±.

Type II Fence	1,980 rods @ $8.00	$15,840
20' x 48" metal gates	8 each @ $200.00	1,600
	TOTAL	$17,440

Cost of constructing type II fence NW¼NE¼ of Section 1, T39S., R8E.

Type II Fence	47 rods @ $8.00	$ 376

Geary Ranch-Green Springs Jct. Section
Lake of the Woods Highway
Klamath County

Cost of constructing a 10' x 8' x 93' RCBC at Station 187+08.

Class A Conc.	122 cu. yd. @ $70.00		$ 8540
Metal Reinforcement	22,550 lb @ $0.14		3157
Trench Excavation	180 cu. yd. @ $3.00		540
General Excavation	110 cu. yd. @ $0.65		72
		TOTAL	$12309

Cost of constructing a 78" CMP cattle pass at Station 187+08.

78" CMP	132 lin. ft. @ $37.50		$ 4950
General Excavation	110 cu. yd. @ $0.65		72
		TOTAL	$ 5022

Geary Ranch-Green Springs Jct. Section
Lake of the Woods Highway
Klamath County

Cost of constructing a 10' x 8' x 76' RCBC at Station 253+40.

Class A Conc.	101 cu. yd. @ $70.00	$7,070
Metal Reinforcement	15,950 lb @ $0.14	2,233
Trench Excavation	99 cu. yd. @ $3.00	297
	TOTAL	$9,600

Cost of constructing a 78" CMP cattle pass at Station 253+40.

78" CMP	123 lin. ft. @ $37.50	$4,613
General Excavation	66 cu. yd. @ $0.65	43
	TOTAL	$4,656

Geary Ranch-Green Springs Jct. Section
Lake of the Woods Highway
Klamath County

Cost of constructing a 10' x 8' x 72' RCBC at Station 324+50.

Class A Conc.	97 cu. yd. @ $70.00	$6,790
Metal Reinforcement	15,180 lb @ $0.14	2,125
Trench Excavation	77 cu. yd. @ $3.00	231
	TOTAL	$9,146

Cost of constructing a 78" CMP cattle pass at Station 324+50.

78" CMP	117 lin. ft. @ $37.50	$4,388
General Excavation	11 cu. yd. @ $0.65	7
	TOTAL	$4,395

FORM 2-30 50M 10-65

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 14, 1966

SUBJECT: File No. 40024-Teasdel
Geary Ranch-Green Springs Highway
Section
(Future) Lake of the Woods Highway
Klamath County

To: Mr. F. D. Morgan
Construction Engineer

BUILDING

Klamath County is buying property on the above section in the name of the State of Oregon. They have taken an option on the above file and have referred it to this office before acceptance.

As most of the obligations are construction obligations, we are enclosing a copy of the option and the letter for your approval. Mr. Kurth, the County Engineer, states in his letter that they have discussed the access revisions with the resident engineer in Klamath Falls.

G. E. ROHDE
Chief Counsel

D. H. Moehring
D. H. Moehring
Right of Way Engineer

JRO:DHM:CE
cc: G. E. Rohde
H. G. Brainerd

REFERRED TO
Mordock
By Construction Engineer

Routing

Morgan
Decker
Bond
Barbee
Walker
Glenn
Swan

RECEIVED
NOV 15 1966
CONSTRUCTION
DIVISION

Pease
Morelock
Trout
Scott
Wills
Litchfield
Olson

Form E-264 Revised 10-60

OREGON STATE HIGHWAY COMMISSION

File No. 40024

Grantor Ruth H. Teasdel Mail Address

Mail Address

Section Geary Ranch-GreenSprings Hwy. Highway (Future) Lake of the Woods

County Klamath Purpose Right-of-way Agent

JS 8-10-66

REAL ESTATE OPTION

1. IN CONSIDERATION of the surveys and plans that have been made or will be made and the purpose of the State to construct, reconstruct, improve, maintain, or repair the portion of the highways of the State for which the real property hereinafter described is necessary, or, to improve, maintain, and operate the said property for public park, scenic, recreational, camping, roadside development or parking purposes, and in consideration of the hereby acknowledged benefits that will inure thereby to the undersigned or to the public, we, the undersigned, hereby give and grant to the State of Oregon, by and through its State Highway Commission, upon the terms and conditions hereinafter stated, the option to purchase the following described real estate, to wit:

See Exhibit A attached, bearing date of Aug. 10, 1966 and covering 6 parcels containing areas of 91.7 acres, 4.2 acres, 0.11 acre, 1.43 acres, 1.39 acres, 18.2 acres

The State Highway Commission shall have the irrevocable right, at any time within six (6) months from the date hereof, to accept this option on the terms and conditions hereinafter set out.

2. (Title) The undersigned agree to deliver to the State of Oregon, by and through its State Highway Commission, a good warranty deed to said real estate, conveying the same free from all outstanding liens or encumbrances, **INCLUDING TAXES DUE AND PAYABLE DURING THE FISCAL TAX YEAR IN WHICH THE DEED FOR THE SAID REAL ESTATE IS DELIVERED, OR, IF POSSESSION IS TAKEN PRIOR THERETO, THEN DURING THE FISCAL TAX YEAR IN WHICH POSSESSION IS TAKEN,** and also free from all rights of lessees, tenants, or other persons claiming rights of possession, occupancy, or enjoyment of the premises. Unless stated to the contrary herein, the conveyance shall include all buildings, fixtures, emblements and appurtenances to the land herein described, including any building situated partially upon the owners' remaining land. It is further understood and agreed that the undersigned will furnish, without cost to the State, good and merchantable title, as a condition precedent to the paying of compensation. The undersigned further agree neither to sell nor encumber the said real estate during the term of this option.

3. (Consideration) Upon the delivery of said deed and the clearing of title satisfactory to the State, as hereinabove set out, the undersigned, in the usual course and through the usual channels of auditing claims against the State, shall be paid the sum of Twenty seven thousand seven hundred twenty three DOLLARS ($27,723.00)

(including $ for constructing fence and $ for removing or replacing improvements)

as full payment of the purchase price of said real estate, including all damages, if any there be, by reason of the taking and use thereof.

4. (Fencing) In the event that a cash allowance is made for the construction of new fencing or the moving of existing fencing, then the undersigned agree to construct promptly or move said fencing, as the case may be, and thereafter the same shall be maintained, repaired and reconstructed by the undersigned or their successors in interest. State may withhold that part of the cash consideration representing the cost of fencing until such time as the fence is constructed or moved. Fencing constructed by the State shall create no obligation on the part of the State for maintenance.

5. (Buildings) Where buildings lie partially on the remaining property, it is agreed that the purchase price of the buildings includes any items of landscaping immediately surrounding the buildings or which may be destroyed as the result of the removal of the buildings. In such event the State shall not be obligated to remove any appurtenances lying outside the foundation of the building. Where buildings are removed, it shall be the responsibility of the State to level the foundation walls and fill basement areas on the remaining property. The State, its employees and contractors or assigns, shall have the right to enter the abutting property for the performance of the State's obligations and to move said buildings across the remaining property in the most feasible manner.

In the event that any building or other item proposed to be moved for the use and benefit of Grantor is destroyed or damaged before moving to an extent sufficient to render the same unusable, the State shall not be obligated to make payment for the cost of moving or re-establishing the same. In the event that any buildings, fixtures, appurtenances or other things are to pass to and become the property of the State in connection with the real property herein covered, the undersigned agree to turn the same over to the State in as good condition as they are now and shall prevent any waste, damage or destruction, other than ordinary wear and tear.

State may withhold that part of the cash consideration representing the cost of moving until the land conveyed has been cleared of improvements to be moved.

6. (Possession) Unless otherwise provided herein, the State shall have the right to enter upon and take possession of the land upon the execution and delivery of this option, but entry upon said premises for the purpose of inspection or survey, or any slight or inadvertant entry without material damage or injury to the realty, or without the exercise of dominion thereover to the exclusion of the undersigned, shall not be construed as a final election to close this option.

The undersigned shall surrender possession of buildings and land improvements no later than days after notice of acceptance by the Highway Commission.

7. (State's Other Obligations) The State will construct at the time of the highway construction, at the locations and widths specified, all road approaches which are set forth as a State obligation in Section 9D.

In addition to the above purchase price, the State is to do the following things:

no
1. Fence right-of-way
2. Cattle passes 10'X 8' at Sta.187+50, 253+50,324+50
3. Irrigation box culverts 12' x 6' at Sta.140+50 and 186+20
4. Irrigation culverts and revisions to provide for irrigation as it exists

Mail Address

Section Geary Ranch-GreenSprings Hwy. Highway (Future) Lake of the Woods

County Klamath Purpose Right-of-way Agent

JS 8-10-66

REAL ESTATE OPTION

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See Exhibit A attached, bearing date of Aug. 10, 1966 and covering 6 parcels containing areas of 91.7 acres, 4.2 acres, 0.11 acre, 1.43 acres, 1.59 acres, 18.2 acres

The State Highway Commission shall have the irrevocable right, at any time within six (6) months from the date hereof, to accept this option on the terms and conditions hereinafter set out.

2. (Title) The undersigned agree to deliver to the State of Oregon, by and through its State Highway Commission, a good warranty deed to said real estate, conveying the same free from all outstanding liens or encumbrances, **INCLUDING TAXES DUE AND PAYABLE DURING THE FISCAL TAX YEAR IN WHICH THE DEED FOR THE SAID REAL ESTATE IS DELIVERED, OR, IF POSSESSION IS TAKEN PRIOR THERETO, THEN DURING THE FISCAL TAX YEAR IN WHICH POSSESSION IS TAKEN,** and also free from all rights of lessees, tenants, or other persons claiming rights of possession, occupancy, or enjoyment of the premises. Unless stated to the contrary herein, the conveyance shall include all buildings, fixtures, emblements and appurtenances to the land herein described, including any building situated partially upon the owners' remaining land. It is further understood and agreed that the undersigned will furnish, without cost to the State, good and merchantable title, as a condition precedent to the paying of compensation. The undersigned further agree neither to sell nor encumber the said real estate during the term of this option.

3. (Consideration) Upon the delivery of said deed and the clearing of title satisfactory to the State, as hereinabove set out, the undersigned, in the usual course and through the usual channels of auditing claims against the State, shall be paid the sum of Twenty seven thousand seven hundred twenty three DOLLARS ($27,723.00)

(including $ for constructing fence and $ for removing or replacing improvements

)

as full payment of the purchase price of said real estate, including all damages, if any there be, by reason of the taking and use thereof.

4. (Fencing) In the event that a cash allowance is made for the construction of new fencing or the moving of existing fencing, then the undersigned agree to construct promptly or move said fencing, as the case may be, and thereafter the same shall be maintained, repaired and reconstructed by the undersigned or their successors in interest. State may withhold that part of the cash consideration representing the cost of fencing until such time as the fence is constructed or moved. Fencing constructed by the State shall create no obligation on the part of the State for maintenance.

5. (Buildings) Where buildings lie partially on the remaining property, it is agreed that the purchase price of the buildings includes any items of landscaping immediately surrounding the buildings or which may be destroyed as the result of the removal of the buildings. In such event the State shall not be obligated to remove any appurtenances lying outside the foundation of the building. Where buildings are removed, it shall be the responsibility of the State to level the foundation walls and fill basement areas on the remaining property. The State, its employees and contractors or assigns, shall have the right to enter the abutting property for the performance of the State's obligations and to move said buildings across the remaining property in the most feasible manner.

In the event that any building or other item proposed to be moved for the use and benefit of Grantor is destroyed or damaged before moving to an extent sufficient to render the same unusable, the State shall not be obligated to make payment for the cost of moving or re-establishing the same. In the event that any buildings, fixtures, appurtenances or other things are to pass to and become the property of the State in connection with the real property herein covered, the undersigned agree to turn the same over to the State in as good condition as they are now and shall prevent any waste, damage or destruction, other than ordinary wear and tear.

State may withhold that part of the cash consideration representing the cost of moving until the land conveyed has been cleared of improvements to be moved.

6. (Possession) Unless otherwise provided herein, the State shall have the right to enter upon and take possession of the land upon the execution and delivery of this option, but entry upon said premises for the purpose of inspection or survey, or any slight or inadvertant entry without material damage or injury to the realty, or without the exercise of dominion thereover to the exclusion of the undersigned, shall not be construed as a final election to close this option.

The undersigned shall surrender possession of buildings and land improvements no later than days after notice of acceptance by the Highway Commission.

7. (State's Other Obligations) The State will construct at the time of the highway construction, at the locations and widths specified, all road approaches which are set forth as a State obligation in Section 9D.

In addition to the above purchase price, the State is to do the following things:

hw 1. Fence right-of-way
2. Cattle passes 10'X 8' at Sta.187+50, 253+50,324+50
3. Irrigation box culverts 12' x 6' at Sta.140+50 and 186+20
4. Irrigation culverts and revisions to provide for irrigation as it exists
Co 5. Installation of 24" culvert crossing existing Highway #140 for drainage east field
6. County agrees to supply to Owner at County Shop culvert needed to provide access to property built by Owner. Six approaches to be built by Owner in all, with necessary culvert supplied by County.

Any construction lying outside of the traveled portion and shoulders of the highway which is made for the use and benefit of the abutting prop[illegible], either under the terms of this option or t[illegible]onstruction plans, shall be completed in conformance with normal eng[illegible]eering construction practices and thereafte[illegible]hall be maintained or reconstructed by the property owner, in accordance with Section 374.305, et seq., ORS and other applicable statutes and regulations. The undersigned hereby grant the State, its employees or contractors, permission to enter upon their remaining property for the purpose of performing any of said construction work.

It is expressly understood that the State shall not be obligated further than as herein stated.

8. (Grantors' Other Obligations) As a part of the consideration above stated, the undersigned agree to do the following additional things at their own cost and expense:

(1) In the event that this option is accepted, the undersigned agree to remove promptly from the limits of the real property herein covered the following reserved property or items:

Any reserved property or items not removed on or before the date of possession above specified shall become the property of the State.

(2) Grantor is privileged to construct at a future date, under terms of a Standard Road Approach Permit, certain road approaches set forth as grantor's obligation in Section 9D.

---

9. (Access) A. It is understood and agreed that any instrument or conveyance which may be required to complete the purchase shall contain provisions substantially as follows, to-wit:

B. As a part of the consideration hereinabove stated, there is also bargained, sold, conveyed and relinquished to the Grantee all existing, future, or potential common law or statutory abutter's easements of access between the parcels herein described and all of the grantors' remaining real property.

C. (Crossing for Farm Purposes) Reserving, for farm purposes only and for the service of the said remaining property of the Grantors, a right to establish, maintain and use a crossing of a width of .... feet at a point opposite Highway Engineer's Center Line Station ...., so long as any portion of the said remaining property on both sides of the highway and served by such crossing is held by a single ownership. The construction of a frontage road or roads shall not defeat this right of crossing.

D. (Right of Access) Reserving, for service of the said remaining property, right of access from Grantors' remaining property to the highway right of way, at each of the following places and for the following widths and purposes only:

ACCESS RESERVATIONS

STATION	SIDE	CONSTRUCTED BY:
118+25	West	State
123+10	West	State
125+35	East	State
140+10	East	State
141+70	East	State
142+25	West	State
147+75	West	Owner
153+00	East	Owner
182+70	East	State
181+60	West	State
188+35	East	State
197+00	West	State
220+50	East	Owner
221+50	West	Owner
237+00	West	Owner
251+00	East	State
262+00	West	State
281+30	West	State
281+50	East	State
295+00	East	State
298+00	West	State
318+00	West	Owner
323+00	East	State
355+00	East	State

10. The undersigned expressly acknowledge that all items of damages, all sums of money to be paid, and all things to be done by the State are included in this option, and expressly agree that the consideration recited herein constitutes complete just compensation for the real property described above, including any and all damages which may result from the use of said real property and the construction, reconstruction or improvement of the highway, including any grade change damages. All claims for damages, injury, or loss on account of failure to close this option are hereby expressly waived.

real property herein covered the following reserved property or items:

Any reserved property or items not removed on or before the date of possession above specified shall become the property of the State.

(2) Grantor is privileged to construct at a future date, under terms of a Standard Road Approach Permit, certain road approaches set forth as grantor's obligation in Section 9D.

7

9. (Access) A. It is understood and agreed that any instrument or conveyance which may be required to complete the purchase shall contain provisions substantially as follows, to-wit:

B. As a part of the consideration hereinabove stated, there is also bargained, sold, conveyed and relinquished to the Grantee all existing, future, or potential common law or statutory abutter's easements of access between the parcels herein described and all of the grantors' remaining real property.

C. (Crossing for Farm Purposes) Reserving, for farm purposes only and for the service of the said remaining property of the Grantors, a right to establish, maintain and use a crossing of a width of .... feet at a point opposite Highway Engineer's Center Line Station ...., so long as any portion of the said remaining property on both sides of the highway and served by such crossing is held by a single ownership. The construction of a frontage road or roads shall not defeat this right of crossing.

D. (Right of Access) Reserving, for service of the said remaining property, right of access from Grantors' remaining property to the highway right of way, at each of the following places and for the following widths and purposes only:

ACCESS RESERVATIONS

STATION	SIDE	To be CONSTRUCTED BY:
118+25	West	State
123+10	West	State
125+35	East	State
140+10	East	State
141+70	East	State
142+25	West	State
147+75	West	Owner
153+00	East	Owner
182+70	East	State
181+60	West	State
188+35	East	State
197+00	West	State
220+50	East	Owner
221+50	West	Owner
237+00	West	Owner
251+00	East	State
262+00	West	State
281+30	West	State
281+50	East	State
295+00	East	State
298+00	West	State
318+00	West	Owner
323+00	East	State
355+00	East	State

10. The undersigned expressly acknowledge that all items of damages, all sums of money to be paid, and all things to be done by the State are included in this option, and expressly agree that the consideration recited herein constitutes complete just compensation for the real property described above, including any and all damages which may result from the use of said real property and the construction, reconstruction or improvement of the highway, including any grade change damages. All claims for damages, injury, or loss on account of failure to close this option are hereby expressly waived.

Dated this 4 day of November, 1966

Witnesses: M. A. Farney .... Keith H. Tenodel [SEAL]

Cyril V. McDonald .... [SEAL]

.... [SEAL]

.... [SEAL]

State Printing 9431

File 40024
JS 8-10-66
8B-36-5
Exhibit A

PARCEL 1 - Purchase for right of way

A parcel of land lying in Sections 15, 16, 22, 26, 27, 35 and 36, Township 38 South, Range 8 East, W.M., Klamath County, Oregon; the said parcel being that portion of said Sections included in a strip of land variable in width, lying on each side of the following described center line:

Beginning at Engineer's center line Station 115+58.84, at which Station the Northwesterly line of said strip of land lies at right angles to said center line, said Station being 300.25 feet South and 572.14 feet West of the East quarter corner of said Section 16; thence on a spiral curve left (the long chord of which bears South 20° 43' 30" East) 400 feet; thence on a 5729.58 foot radius curve left (the long chord of which bears South 26° 04' East) 801.67 feet; thence on a spiral curve left (the long chord of which bears South 31° 24' 30" East) 400 feet; thence South 32° 04' 30" East, 17,894.85 feet; thence on a spiral curve left (the long chord of which bears South 33° 24' 30" East) 400 feet; thence on a 2864.79 foot radius curve left (the long chord of which bears South 43° 41' East) 760.83 feet; thence on a spiral curve left (the long chord of which bears South 53° 57' 30" East) 400 feet; thence South 55° 17' 30" East, 1083.81 feet to Engineer's center line Station 337+00, which Station is 133.37 feet South and 1319.36 feet East of the Southwest corner of said Section 36.

The widths in feet of the strip of land above referred to are as follows:

Station	to Station	Width on Northeasterly Side of Center Line	Width on Southwesterly Side of Center Line
115+58.84	119+58.84	40 in a straight line to 100	40
119+58.84	123+00	100	40 in a straight line to 70
123+00	127+60.51	100 in a straight line to 70	70
127+60.51	131+60.51	70 in a straight line to 90	70
131+60.51	136+50	90 taper to 140	70
136+50	139+00	140 taper to 220	70
139+00	141+50	220 taper to 340	70
141+50	147+50	70	70
147+50	150+00	70 taper to 90	70 taper to 100
150+00	152+00	90 taper to 75	100 taper to 75
152+00	187+00	75	75
187+00	188+00	75 taper to 110	75
188+00	195+00	110 taper to 140	75 taper to 115
195+00	198+50	140 taper to 170	115
198+50	203+00	170 taper to 130	115 taper to 120
203+00	211+00	130 taper to 110	120 taper to 60
211+00	215+00	110	60 taper to 100
215+00	228+00	110	100
228+00	233+00	110 taper to 75	100

PARCEL 1 - Purchase for right of way

A parcel of land lying in Sections 15, 16, 22, 26, 27, 35 and 36, Township 38 South, Range 8 East, W.M., Klamath County, Oregon; the said parcel being that portion of said Sections included in a strip of land variable in width, lying on each side of the following described center line:

Beginning at Engineer's center line Station 115+58.84, at which Station the Northwesterly line of said strip of land lies at right angles to said center line, said Station being 300.25 feet South and 572.14 feet West of the East quarter corner of said Section 16; thence on a spiral curve left (the long chord of which bears South 20° 43' 30" East) 400 feet; thence on a 5729.58 foot radius curve left (the long chord of which bears South 26° 04' East) 801.67 feet; thence on a spiral curve left (the long chord of which bears South 31° 24' 30" East) 400 feet; thence South 32° 04' 30" East, 17,894.85 feet; thence on a spiral curve left (the long chord of which bears South 33° 24' 30" East) 400 feet; thence on a 2864.79 foot radius curve left (the long chord of which bears South 43° 41' East) 760.83 feet; thence on a spiral curve left (the long chord of which bears South 53° 57' 30" East) 400 feet; thence South 55° 17' 30" East, 1083.81 feet to Engineer's center line Station 337+00, which Station is 133.37 feet South and 1319.36 feet East of the Southwest corner of said Section 36.

The widths in feet of the strip of land above referred to are as follows:

Station to	Station	Width on Northeasterly Side of Center Line	Width on Southwesterly Side of Center Line
115+58.84	119+58.84	40 in a straight line to 100	40
119+58.84	123+00	100	40 in a straight line to 70
123+00	127+60.51	100 in a straight line to 70	70
127+60.51	131+60.51	70 in a straight line to 90	70
131+60.51	136+50	90 taper to 140	70
136+50	139+00	140 taper to 220	70
139+00	141+50	220 taper to 340	70
141+50	147+50	70	70
147+50	150+00	70 taper to 90	70 taper to 100
150+00	152+00	90 taper to 75	100 taper to 75
152+00	187+00	75	75
187+00	188+00	75 taper to 110	75
188+00	195+00	110 taper to 140	75 taper to 115
195+00	198+50	140 taper to 170	115
198+50	203+00	170 taper to 130	115 taper to 120
203+00	211+00	130 taper to 110	120 taper to 60
211+00	215+00	110	60 taper to 100
215+00	228+00	110	100
228+00	233+00	110 taper to 75	100
233+00	238+00	75 taper to 100	100
238+00	240+00	100	100
240+00	242+00	100	100 taper to 110
242+00	253+00	100	110

(over)

Station to	Station	Width on Northeasterly Side of Center Line	Width on Southwesterly Side of Center Line
253+00	255+00	100	110 taper to 70
255+00	260+00	100	70 taper to 100
260+00	262+00	100 taper to 120	100
262+00	269+00	120 taper to 80	100
269+00	273+00	80	100 taper to 115
273+00	277+00	80	115
277+00	281+00	80 taper to 110	115
281+00	284+00	110	115
284+00	289+00	110	115 taper to 140
289+00	295+00	110	140 taper to 120
295+00	296+00	110	120 taper to 90
296+00	302+00	110 taper to 150	90
302+00	308+00	150 taper to 70	90
308+00	310+55.36	70 taper to 90	90
310+55.36	314+55.36	90 in a straight line to 110	90 in a straight line to 80
314+55.36	316+50	110 in a straight line to 140	80
316+50	322+16.19,	140 in a straight line to 90	80
322+16.19	326+16.19	90	80 in a straight line to 90
326+16.19	337+00	90	90

(Bearings used herein are based upon the Oregon Co-ordinate System, South Zone.)

The parcel of land to which this description applies contains 91.7 acres outside of the existing right of way.

~~PARCEL 2 - [illegible]~~

~~A parcel of land lying in Section 35, Township 38 South, Range 8 East, W.M., Klamath County, Oregon; the said parcel being that portion of the E½SW¼NE¼ of said Section 35 lying Northeasterly of Parcel 1 and Southeasterly of a line drawn at right angles to the highway center line as described in Parcel 1, at Engineer's center line Station 294+50.~~

~~ALSO all of the W½SE¼NE¼ of said Section 35, EXCEPT therefrom that portion of said W½SE¼NE¼ included in Parcel 1.~~

~~The parcel of land to which this description applies contains [illegible] acres, more or less.~~

PARCEL 3 - A permanent easement for ditch over or across the following described parcel, to wit:

A parcel of land lying in the SE¼ of Section 16, the SW¼SW¼ of Section 15, and in the NW¼NW¼ of Section 22, Township 38 South, Range 8 East, W.M., Klamath County, Oregon; the said parcel being a strip of land extending from a line at right angles to the center line described in Parcel 1, at Engineer's Station 123+00, to a line at right angles to said center line at Engineer's Station 141+50, said strip of land being 100 feet in width, lying between lines which are parallel to and 70 feet Southwesterly and 170 feet Southwesterly of said center line.

The parcel of land to which this description applies contains 4.2 acres, more or less.

PARCEL 4 - A permanent easement for ditch over or across the following described parcel, to wit:

A parcel of land lying in the NW¼NW¼ of Section 22, Township 38 South, Range 8 East, W.M., Klamath County, Oregon; the said parcel being a strip of land extending from a line at right angles to the center line described in Parcel 1, at Engineer's Station 145+00, to a line at right angles to said center line at Engineer's Station 147+50, said strip of land being 20 feet in

262+00	269+00	120 taper to 80	100
269+00	273+00	80	100 taper to 115
273+00	277+00	80	115
277+00	281+00	80 taper to 110	115
281+00	284+00	110	115
284+00	289+00	110	115 taper to 140
289+00	295+00	110	140 taper to 120
295+00	296+00	110	120 taper to 90
296+00	302+00	110 taper to 150	90
302+00	308+00	150 taper to 70	90
308+00	310+55.36	70 taper to 90	90
310+55.36	314+55.36	90 in a straight line to 110	90 in a straight line to 80
314+55.36	316+50	110 in a straight line to 140	80
316+50	322+16.19,	140 in a straight line to 90	80
322+16.19	326+16.19	90	80 in a straight line to 90
326+16.19	337+00	90	90

(Bearings used herein are based upon the Oregon Co-ordinate System, South Zone.)

The parcel of land to which this description applies contains 91.7 acres outside of the existing right of way.

~~PARCEL 2 - Purchase for material source~~

~~A parcel of land lying in Section 35, Township 38 South, Range 8 East, W.M., Klamath County, Oregon; the said parcel being that portion of the E½SW¼NE¼ of said Section 35 lying Northeasterly of Parcel 1 and Southeasterly of a line drawn at right angles to the highway center line as described in Parcel 1, at Engineer's center line Station 294+50.~~

~~ALSO all of the W½SE¼NE¼ of said Section 35, EXCEPT therefrom that portion of said W½SE¼NE¼ included in Parcel 1.~~

~~The parcel of land to which this description applies contains 20 acres, more or less.~~

PARCEL 3 - A permanent easement for ditch over or across the following described parcel, to wit:

A parcel of land lying in the SE¼ of Section 16, the SW¼SW¼ of Section 15, and in the NW¼NW¼ of Section 22, Township 38 South, Range 8 East, W.M., Klamath County, Oregon; the said parcel being a strip of land extending from a line at right angles to the center line described in Parcel 1, at Engineer's Station 123+00, to a line at right angles to said center line at Engineer's Station 141+50, said strip of land being 100 feet in width, lying between lines which are parallel to and 70 feet Southwesterly and 170 feet Southwesterly of said center line.

The parcel of land to which this description applies contains 4.2 acres, more or less.

PARCEL 4 - A permanent easement for ditch over or across the following described parcel, to wit:

A parcel of land lying in the NW¼NW¼ of Section 22, Township 38 South, Range 8 East, W.M., Klamath County, Oregon; the said parcel being a strip of land extending from a line at right angles to the center line described in Parcel 1, at Engineer's Station 145+00, to a line at right angles to said center line at Engineer's Station 147+50, said strip of land being 20 feet in width, lying between lines which are parallel to and 70 feet Northeasterly and 90 feet Northeasterly of said center line.

The parcel of land to which this description applies contains 0.11 acre, more or less.

(Continued on Page 3)

PARCEL 5 - A temporary easement for the duration of the project or for 2 years after award of grading contract, for a drainage ditch over or across the following described parcel, to wit:

A parcel of land lying in Section 22, Township 38 South, Range 8 East, W.M., Klamath County, Oregon; the said parcel being a strip of land extending from a line at right angles to the center line of the (Future) Lake of the Woods Highway at Engineer's Station 152+00, to a line at right angles to said center line at Engineer's Station 183+00, said strip of land being 20 feet in width, lying between lines which are parallel to and 75 feet Northeasterly and 95 feet Northeasterly of said center line, which center line is described in Parcel 1.

EXCEPT therefrom Parcel 1.

The parcel of land to which this description applies contains 1.43 acres, more or less.

PARCEL 6 - A temporary easement for the duration of the project or for 2 years after award of grading contract, for a drainage ditch over or across the following described parcel, to wit:

A parcel of land lying in Section 22, Township 38 South, Range 8 East, W.M., Klamath County, Oregon; the said parcel being a strip of land extending from a line at right angles to the center line of the (Future) Lake of the Woods Highway at Engineer's Station 152+00, to a line at right angles to said center line at Engineer's Station 187+00, said strip of land being 20 feet in width, lying between lines which are parallel to and 75 feet Southwesterly and 95 feet Southwesterly of said center line, which center line is described in Parcel 1.

EXCEPT therefrom Parcel 1.

The parcel of land to which this description applies contains 1.59 acres.

PARCEL 7 - A temporary easement for the duration of the project or for 2 years after award of grading contract, for a borrow area over or across the following described parcel, to wit:

A parcel of land lying in the W½NW¼ of Section 22, Township 38 South, Range 8 East, W.M., Klamath County, Oregon; the said parcel being that portion of said W½NW¼ included in a strip of land extending from a line at right angles to the center line described in Parcel 1, at Engineer's Station 143+00, to a line at right angles to said center line at Engineer's Station 154+00, said strip of land being 900 feet in width, lying between lines which are 150 feet Northeasterly of said center line and 750 feet Southwesterly of said center line.

EXCEPT therefrom Parcels 1, 4, 5 and 6.

The parcel of land to which this description applies contains 18.2 acres, more or less.

wo:jm

NOTE: On Parcel 1 - Access Control: Limited to Location

Hwy 270 P
Klamath Co.

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5-KS-66 (3)
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KLAMATH COUNTY ROAD DEPARTMENT
OFFICE OF
COUNTY ENGINEER
COURTHOUSE
KLAMATH FALLS, OREGON

November 7, 1966

Mr. H. S. Cox
City-County Division
Oregon State Highway Department
Salem, Oregon

Dear Sy:

I am enclosing an executed real estate option from Ruth H. Teasdel. The access reservation is essentially the same as submitted to me by the State. There has, however, been some changes which have been discussed with State design people in Klamath Falls. I am requesting that you have this option reviewed since it is being acquired in the name of the State.

I was unable to get title to the twenty (20) acre quarry site that was included in the original option. Mrs. Teasdel is very much opposed to deeding this land for quarry purposes, however, she is agreeable to a lease or making this site available to the successful bidder of the project on a royalty basis or yearly lease basis. You will note we have crossed out that portion of the option which refers to the quarry site.

If the option and terms are agreeable, please inform me of such. I plan on having a title search made after which the County will prepare a warranty deed and clear any title problems.

Your earliest attention to this will be appreciated.

Very truly yours,

Winston W. Kurth

Winston W. Kurth
County Engineer

NOTED
F.B. KLABOE

WWK:ml
Enclosure

copies: Klaboe
Morgan
Moehring
Putnam

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ENGINEER
COUNTY & CITY DIVISION

RECEIVED
NOV 9 1966
OFFICE OF
STATE HIGHWAY ENGINEER

Saling — please investigate attached as to form & let this office know for reply to Kurth

receipt acknowledged

FORM S-123X SOM 9-64

COMMISSIONERS
GLENN C. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
1966

S-RS-60(3)
17331

August 18, 1966

Mr. Winston W. Kurth
Klamath County Engineer
Courthouse
Klamath Falls, Oregon

NOTED
R. L. PORTER

Dear Mr. Kurth:

Under date of July 7, 1966, we sent you thirteen original option forms covering the property needed for right-of-way on the Geary Ranch-Green Springs Highway Section of future Lake of the Woods Highway in Klamath County. On July 29, 1966, five revised forms were forwarded to you relating to this route.

Under date of August 12, 1966, you wrote to us requesting State to acquire the right-of-way as County was unable to fulfill the obligations of the agreement between State and County; however, today (August 18, 1966) we received a telephone call from you requesting that we forward the latest revised options to cover the new ownership of the properties involved for the County to acquire.

Herewith, therefore, are the revised options covering the necessary parcels to be acquired for construction of the project.

Files 40025-40026 and 40027 are superseded and a portion of 39470 as well, and are now under File 40024 (Ruth H. Teasdel). The remaining property is under File 39970 (Geary Brothers) and is for reservation of a roadway across the Teasdel property until the new project is completed.

Prints of Maps 8B-36-5 and 8B-36-6 are being forwarded under separate cover.

We appreciate your consideration in this matter and cooperation in regard thereto.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

H. S. Cox
H. S. Cox by D.N. Harwell
County and City Engineer

RECEIVED
AUG 19 1966
OFFICE OF
STATE HIGHWAY ENGINEER

bc: R. L. Porter
F. B. Klaboe
F. D. Morgan
D. H. Moehring
J. F. Putnam
Harold Brainerd

DNH:mm
Enclosures

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7-14-66

P

COPY FOR MR. Victor Wolfe
From Floyd Query, Secretary

RESOLUTION

WHEREAS, the State Highway Commission heretofore authorized and directed the Engineer to make complete and final surveys of the routes and locations of the following sections of state highways:

a. Grants Pass-Country Club Road Section of the Williams Highway in Josephine County,

b. Beaverton-Jamieson Road Section of the Beaverton-Hillsdale Highway in Washington County,

c. Geary Ranch-Green Springs Highway of the Lake of the Woods Highway in Klamath County,

d. Brownsboro-Hanley Ranch Section of the Lake of the Woods Highway in Jackson County,

and in connection therewith to prepare maps showing the routes and locations of said sections and to file said maps, reports and records with the Commission for consideration; and

WHEREAS, the Engineer has reported that he has completed said surveys and has submitted the same for approval or disapproval of the Commission; and

WHEREAS, after due consideration of said surveys, field notes and other engineering data, it is the judgment of the Commission that the same should be approved and filed.

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by this Commission, all members thereof being present and voting affirmatively, as follows:

1a. That the survey of the Grants Pass-Country Club Road Section of the Williams Highway, beginning at Highway Engineer's Station 9+20.16 near Union Avenue in the City of Grants Pass and extending in a southerly direction to Highway Engineer's Station 165+00 just south of the Country Club Road, together with the map, which for identification purposes bears Survey Approval Map File No. 1R-4-212 and the date of May, 1966, (Right of Way Map No. 7B-16-17), field notes and other engineering data submitted by the Engineer hereby are approved, and the Engineer hereby is directed to file and preserve the same in the records and files of the Commission in the State Highway Building in Salem, Oregon.

1b. That the survey of the Beaverton-Jamieson Road Section of the Beaverton-Hillsdale Highway, beginning at Highway Engineer's Station 79+90 at Jamieson Road and extending in a westerly direction to Highway Engineer's Station 148+00 between Broadway and Lombard Streets in the City of Beaverton, together with the map, which for identification purposes bears Survey Approval Map File No. 1R-4-218 and the date of June, 1966, (Right of Way Map No. 7B-27-9), field notes and other engineering

NOTED
VICTOR D. WOLFE

July 14, 1966

data submitted by the Engineer hereby are approved, and the Engineer hereby is directed to file and preserve the same in the records and files of the Commission in the State Highway Building in Salem, Oregon.

1c. That the survey of the Geary Ranch-Green Springs Highway Section of the Lake of the Woods Highway, beginning at Highway Engineer's Station 107+34.86 west of Klamath Lake and extending in a southeasterly direction to Highway Engineer's Station 449+30.00 at the Green Springs Highway, together with the map, which for identification purposes bears Survey Approval Map File No. 1R-4-224 and the date of July, 1966, (Right of Way Map Nos. 8B-36-5 and 8B-36-6), field notes and other engineering data submitted by the Engineer hereby are approved, and the Engineer hereby is directed to file and preserve the same in the records and files of the Commission in the State Highway Building in Salem, Oregon.

1d. That the survey of the Brownsboro-Hanley Ranch Section of the Lake of the Woods Highway, beginning at Highway Engineer's Station 505+00.00 in Brownsboro and extending in an easterly direction to Highway Engineer's Station 926+45.00 just east of Peck Gulch, together with the map, which for identification purposes bears Survey Approval Map File No. 1R-4-227 and the date of July, 1966, field notes and other engineering data submitted by the Engineer hereby are approved, and the Engineer hereby is directed to file and preserve the same in the records and files of the Commission in the State Highway Building in Salem, Oregon.

2. That when said highway sections are permanently constructed, the same shall be done in accordance with said surveys and locations unless otherwise directed or ordered by the Commission.

3. That this approval and adoption of said surveys constitutes and is deemed as instructions to the Engineer to prepare and make available to the Legal and Right of Way Department all necessary descriptions and other required data of real properties needed for and in connection with the relocation, construction, reconstruction or improvement of the highways along and over these surveys. This approval and adoption shall also constitute authority for the Legal and Right of Way Department to proceed promptly with acquisition of the necessary rights of way pursuant to the normal and approved method for construction of highways with limited access control.

4. That this resolution be entered in the minutes and records of the Commission as of the 14th day of July, 1966, as "Survey Resolution No. 313".

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July 6, 1966

Oregon State Highway Commission

Gentlemen:

A survey has been completed on the Geary Ranch-Green Springs Highway Section of the Lake of the Woods Highway in Klamath County. The length of the section is 6.48 miles and a map is attached for your information.

Klamath County has agreed to purchase the necessary right-of-way for this project and to take over the existing highway when construction of this section is completed. The estimated construction cost is $1,300,000.

Your approval of the survey and authority to delegate Klamath County as the purchasing agent for the necessary right-of-way is requested, with construction to take place when funds become available.

The matter will be on the agenda for the July 14 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

Attachment

cc Floyd Query
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
D. H. Moehring
C. E. Maison
J. F. Putnam

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN

Page 1 of 1 Pages

RECEIVED
JUN 27 1966
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Section GEARY RANCH - GREEN SPRINGS JCT. Highway LAKE OF THE WOODS (FAR 288) County KLAMATH

Res. Engr. W. W. Robertson Approx. Length 6.7 Miles. Sta. 1840+50± to Sta. ______

Truck A.D.T. 69 Traffic Coefficient 7.7 18 kip s.a. per day 48.3.

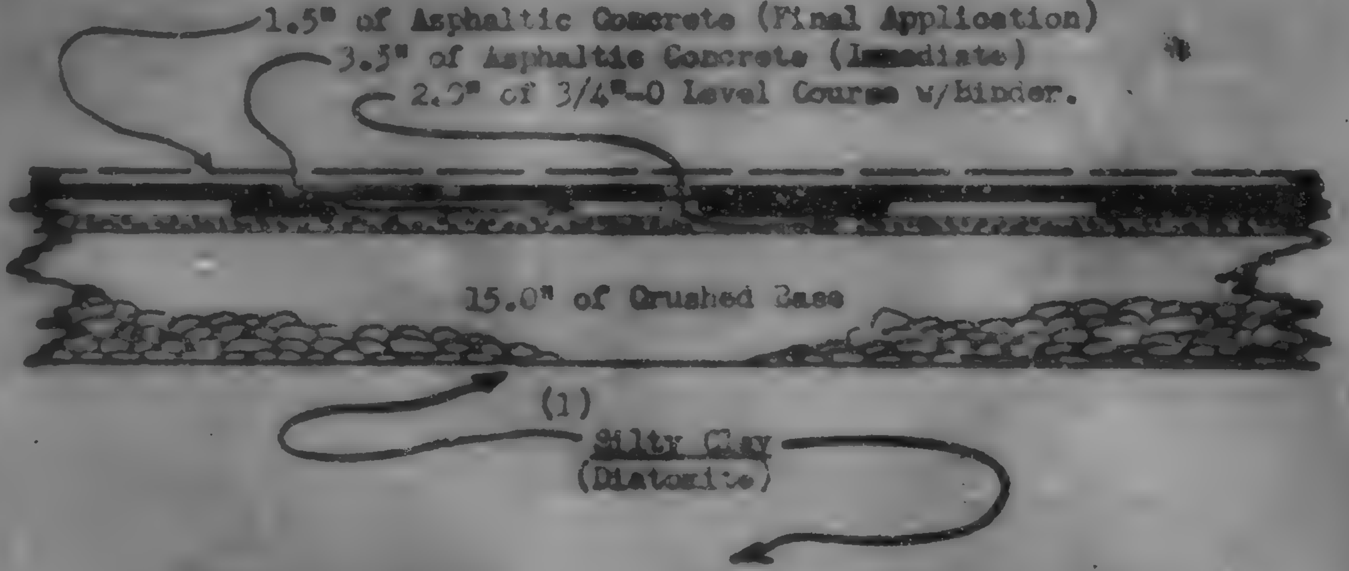
Annual Precipitation 12"± (Klamath Falls) Frost Penetration 20"-24".

Total Req.	[illegible]	[illegible]	[illegible]
	3.0	1.5	A.C.
	7.[illegible]	3.5	A.C.
	2.[illegible]	2.0	Level
	1[illegible]	1[illegible]	Cr. Base
27.0	27.0	[illegible]	

(1)
Typical Soil
137 LL
61 PI
100 %P 10
80 %P200
0 %Gravel
6 %C Sand
14 %F Sand
37 %Silt
43 %Clay
3 "R" Value
(Calculated)

AASHO CLASSIFICATION:
A-7-5 (20)

MATERIAL SOURCES:
To be determined by the Engineer.


1.5" of Asphaltic Concrete (Final Application)
3.5" of Asphaltic Concrete (Immediate)
2.0" of 3/4"-0 Level Course w/Binder.
15.0" of Crushed Base
(1)
Silty Clay
(Diatomite)

NOTED
F. B. KLABOE

6-16-66

Note:
The surfacing thickness design is based on soils only. It is anticipated that better material (rock or rocky material) will be encountered during grading, but the quality and quantity is unknown at this time. The subgrade, when to grade, will be sampled and tested to determine whether a reduction in the coarse crushed base is possible.

cc:
B.A.R.E.
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
[illegible]
[illegible] Engineer

Submitted by ______ Staff Assistant

Recommended by ______ Asst. Engineer of Materials

Recommended by ______ Construction Engineer

Approved by ______ Asst. State Highway Engineer

GEARY RANCH - GREEN SPRINGS JCT.
LAKE OF THE WOODS (FAH 288)
KLAMATH COUNTY

"OTHER ROADS"

Truck ADT	A.C. Wearing Surface	Level	Crushed Base	CBR Req.	Actual Thickness
8 - 30	3.0"	2.0"	14.5"	22.5"	19.5"
1 - 8	2.0"	2.0"	13.0"	19.0"	17.0"
Cars Only	**2.0"**	**2.0"**	**8.0"**	**14.0"**	**12.0"**

For substitutions use the "CBR Requirement Column" to obtain thickness required and the table below for values:

1.0"	Asphaltic Concrete	=	2.0"	Crushed Base
1.0"	Oil Mat	=	1.1"	Crushed Base
1.0"	Stone Subbase (For Standard Specs) (and Supplementals)	=	0.8"	Crushed Base

SECTION. GEARY RANCH - GREEN SPRINGS JCT.
HIGHWAY: LAKE OF THE WOODS (FAR 283)
COUNTY: KLAMATH

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Year ____________

A. Present ADT ____300____ (Total)
B. Future ADT ____600____ (Total)
C. Mean ADT ____450____ $\frac{A+B}{2}$)
D. Design Period ____20____ Years
E. No. of Lanes ____2____
F. Percent Trucks ____17____ (ADT Basis) 80% Logging Trucks / 20% Commercial Trucks
G. Trucks (in one direction) $\frac{F}{2}$= $\overset{13.5}{1.75}$ x (C) $\overset{450}{450}$ = $\begin{array}{r}61\\8\\\hline 69\end{array}$
H. % Trucks in Design Lane ____100____ %
I. Trucks in Design Lane (G) ____69____ x (H) ____100____ % = ____69____

TRAFFIC COEFFICIENT = K (I) $^{0.119}$
where K = 4.669
= ____7.7____

SECTION: GRANT RANCH - GREEN SPRINGS JCT.

HIGHWAY: LAKE OF THE WOODS (FAS 283)

COUNTY: KLAMATH

PAVEMENT TYPE SELECTION

Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good X Fair ____ Poor ____
   Remarks:
5. Cost Comparisons: See remarks

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: Generally A.C. or Oil
7. Stage Construction: Part of design
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: See remarks
10. Stimulation of Competition: See remarks
11. Construction Consideration: See remarks
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not applicable
13. Traffic Safety: See remarks
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: Local materials are adapted to this type construction

CONCLUSION AND REMARKS:

No cost comparison made as there are no known material sources that would meet requirements for specification P.C.C. aggregate.

20-3352 Jessie M. Honeyman State Park, 1969
3 mi. south of Florence
#7332 (Utility building)

files c

RECEIVED
JUL 9 - 1971
FOR FILING

20 - 3352

7332

July 9, 1971

Myatt, Bolliger, Hampton & Freerksen
Attorneys at Law
4250 S. W. Cedar Hills Boulevard
Beaverton, Oregon 97005

Attention: Richard A. Sly

Gentlemen:

As requested in your letter of July 8, 1971, we have attached the Contract and Bond Pages for Contract No. 7327, awarded to All-City Landscape, Inc., and Contract No. 7332, awarded to Robert L. Divine.

On Contract No. 7327, we filed in our office on September 14, 1970, a Notice of Claim from Interpace Corporation in the amount of $2,078.99. This claim was filed with the Secretary of State on September 28, 1970, under his File No. 4546.

On Contract No. 7332, we received a Notice of Claim from Interpace Corporation on September 14, 1970, in the amount of $2,078.99. This claim was filed with the Secretary of State September 28, 1970, under his File No. 4547.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:dr
Attachment

MYATT, BOLLIGER, HAMPTON & FREERKSEN
ATTORNEYS AT LAW
4250 S. W. CEDAR HILLS BLVD.
BEAVERTON, OREGON 97005

LEWIS E. MYATT
RALPH BOLLIGER
LEWIS B. HAMPTON
KARL W. FREERKSEN, JR.
RICHARD A. SLY
LOU WILLIAMS

TELEPHONE
646-7171

July 8, 1971

SUBJECT: All-City Landscape contract 7327
Robert L. Divine contract 7332

State of Oregon
Highway Department
Highway Building
Salem, Oregon 97310

Gentlemen:

This office represents Interpace Corporation with whom you have had previous communication regarding the above contracts.

Enclosed please find affidavits on the above two contracts for purposes of obtaining certified copies of the bond and contract appropriate and applicable.

If there is any charge, please bill this office at the time you forward the materials. Please also confirm that you have filed notices of claim from Interpace dated September 14, 1970, with the Secretary of State under file Nos. 4547 (Divine) and 4546 (All-City).

Yours very truly,

Richard A. Sly

RAS:jh
Enclosures

RECEIVED
JUL 9 1971
OREGON
STATE HIGHWAY COMMISSION

IN THE MATTER OF THE OREGON)
STATE HIGHWAY COMMISSION) AFFIDAVIT
)
Jessie M. Honeyman State)
Park Project)

I, RICHARD A. SLY, OF attorneys for and acting as agent of Interpace Corporation, for the purpose of obtaining the information regarding the following claim, duly sworn, depose and say:

I.

Tile and materials in the value of $2,078.99 owned by Interpace Corporation were supplied to Norm's Tile Shop, P. O. Box 1307, Medford, Oregon 97501 (hereinafter called Norms) as subcontractor, to Robert Divine, builder, 114 N.W. 79th Street, Vancouver, Washington 98665 (hereinafter called Divine), the contractor hired by the Oregon State Highway Commission to provide materials and perform work on state highway Contract No. 7332, Utility Buildings, at Jessie M. Honeyman State Park, Lane County, under bond of the General Insurance Company, which project was accepted by the Highway Commission July 2, 1970. The aforesaid sum of $2,078.99 has not nor has any part thereof been paid.

II.

Notice of claim has been filed pursuant to ORS 279.526 and 279.528.

III,

Affiant asserts the foregoing and by this affidavit further demands pursuant to ORS 279.512, 514 and 515, from the Oregon State Highway Commission certified copies of the contract and bond referred to above.

Richard A. Sly

SUBSCRIBED AND SWORN to before me this 8 day of July, 1971.

Judy M. Havener
Notary Public for Oregon
My commission expires: 3-8-75

AFFIDAVIT

RECEIVED
SEP 29 1970

FOR FILING

20-3352

7332

September 29, 1970

Mr. Robert L. Divine
114 N. W. 79 Street
Vancouver, Washington 98665

Dear Mr. Divine:

We have not been able to identify other claims filed by Interpace Corporation other than the two that I mentioned to you on the phone yesterday.

One of these is a claim against your Contract No. 7332 from Interpace stating that Norm's Tile Shop owes $1,917 for tile.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:kl

Claim No. 4547

c files

RECEIV
OCT 14 1970

RECEIVED
SEP 28 10 16 AM '70
CL[illegible]ERS
SECR[illegible] STATE

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

2C-3352
7332

September 25, 1970

Interpace Corporation
945 Elliott Avenue West
Seattle, Washington 98119

Attention: Mr. R. E. Farley
Regional Credit Manager

Gentlemen:

This is in reply to your claim letter of September 14 advising us that Norm's Tile Shop owes you for tile in the amount of $2,078.99.

From the description given in your letter, this appears to be in connection with Robert L. Divine Contract No. 7332 for a utility building in Jessie M. Honeyman State Park in Lane County.

The General Insurance Co. of America through Neil Atkinson Insurance, Inc., 210 West 13th Street, Vancouver, Washington, 98660 furnished the performance bond on this contract. We will advise them of the receipt of your claim letter and we will also forward it to the Secretary of State for filing.

Please advise us when your claim has been paid.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
SEP 29 1970
OREGON
STATE HIGHWAY COMMISSION

cc General Insurance Co. of America
Neil Atkinson Insurance, Inc.
Robert L. Divine

bc Hon. Clay Myers- Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

NOTED
C. W. HEAD

INTERPACE
CORPORATION

September 14, 1970

State of Oregon
Highway Department
Highway Building
Salem, Oregon 97310

Gentlemen:

Notice is hereby given that the undersigned, INTERPACE CORPORATION, has a claim for tile furnished to Norm's Tile Shop, in the amount of $2,078.99 against the bond taken from Norm's Tile Shop and General Insurance Company of America, for work on the Jessie M. Honeyman State Park, Lane County, of which the bond was taken.

Very truly yours,

INTERPACE CORPORATION

R E Farley
R. E. Farley
Regional Credit Manager

REF/mj

RECEIVED
SEP 16 1970
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

945 ELLIOTT AVENUE W., SEATTLE, WASHINGTON 98119 206-282-0330 TELEX: 32448

RECEIVED
AUG 14 1970
FOR FILING

20-3352
7332

August 14, 1970

Interpace Corporation
945 Elliott Avenue W.
Seattle, Washington 98119

Attn: R. E. Farley
Credit Manager

Gentlemen:

This is in reply to your letter of August 7 and our recent telephone conversation concerning the money due you from Norm's Tile Shop for material used on the Oregon Highway Department rest stations.

From the description given over the phone, your material appears to have been furnished on the following State Highway Contracts:

Contract No. 7327, All-City Landscape, Inc., park buildings, Ft. Stevens State Park, Clatsop County.
Surety - United States Fidelity & Guaranty Co.
Accepted by Commission July 3, 1970.

Contract No. 7332, Robert L. Divine, builder, utility building, Jessie M. Honeyman State Park, Lane County.
Surety - General Insurance Company of America.
Accepted by Commission July 2, 1970.

You indicated that you had recently received a letter from Norm's Tile Shop in Central Point indicating that they would be paying you in the near future. If it becomes necessary for you to file a claim for material furnished on these two contracts, we are attaching excerpts from the Oregon Revised Statutes relating to public contracts. Information relating to the execution and contents of notice of claim is outlined on page 2 and 3 of the excerpts.

Upon receipt of notice of claims in this office, we will forward them to the Secretary of State for filing and advise the surety, agent, and principal contractor.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH:kl

INTERPACE
CORPORATION

Tel-call to Farley - [illegible]

All City Landsca

#7327 Ft. Stevens job
Clatsop Co.

#7332 Honeymon job
Lane Co.
Robert L. Divine

August 7, 1970

Oregon State Highway Department
Salem, Oregon

Attention: Secretary

Dear Sir:

On June 20, 1970, I sent to Mr. Norm Sweetland, of Norm's Tile Shop, Central Point, Oregon a letter regarding the material used on the State of Oregon Highway Department Rest Stations as per your request. Since I have had no correspondence from Mr. Sweetland, I would appreciate it very much if you would advise me the name of the Bonding Company which handled the bond on the above mentioned jobs, as it appears we have no other recourse but to go to the bonding company due to the lack of Mr. Sweetland's cooperation.

?

Your prompt attention in this matter would be greatly appreciated. If any other information is needed, please feel free to contact me personally.

Very truly yours,

INTERPACE CORPORATION

R E Farley

R. E. Farley
Credit Manager

REF/mj

cc: Norm's Tile Shop
528 Freeman Road
Central Point, Oregon

Cc

RECEIVED
AUG 10 1970
OREGON
STATE HIGHWAY COMMISSION

945 ELLIOTT AVENUE W., SEATTLE, WASHINGTON 98119 206-282-0330 TELEX: 32448

June 30, 1970

Norm's Tile Shop
528 Freeman Road
Central Point, Oregon

Dear Mr. Sweetlund:

This is again to advise you that we have not received the money for the material delivered to you for the Rest Station jobs for The State of Oregon Highway Department in the amount of $3,905.99. Since these invoices were originally billed in March, I must, therefore, asked that you remit the above amount to clear these invoices, otherwise, it will be necessary for me to contact the Bonding Company regarding this matter.

I will expect to hear from you no later than Wednesday, July 8, 1970.

Very truly yours

INTERPACE CORPORATION

R. E. Farley
Credit Manager

REF/mj

cc: Oregon State Highway Department
Salem, Oregon
Attn: Secretary

NOTED
FLOYD QUERY
STATE [illegible] COMMISSION

RECEIVED
JUL 2 - 1970
FOR FILING

20-3352
7332

July 2, 1970

Oregon State Highway Commission

Gentlemen:

Work was completed May 29, 1970, on Contract No. 7332. The contract was with Robert L. Divine, builder, and was for a utility building in Jessie M. Honeyman State Park in Lane County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective July 2, 1970, and that you concur in this procedure at the Commission meeting on July 7.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

R. L. Porter
State Highway Engineer

cc Floyd Query
Tom Edwards
F. B. Klaboe
Lloyd P. Shaw
A. E. Johnson
Victor D. Wolfe
V. E. Skoog
I. D. Merchant
F. D. Morgan
L. E. Young
C. T. Kanney

srb fn

RECEIVED
JUL 3 - 1970

FOR FILING

20-3352
7332

July 2, 1970

General Insurance Co. of America
Portland Service Office
520 S. W. 6th Avenue
Portland, Oregon 97204

Gentlemen:

Contract No. 7332 awarded to Robert L. Divine for a utility building in Jessie M. Honeyman State Park in Lane County was completed on May 29, 1970, and accepted by the Highway Commission on July 2, 1970.

Final payment in the amount of $4,518.20 will be mailed to National Bank of Commerce, P.O. Box 689, Vancouver, Washington 98660 after July 10, 1970. The total contract amount is $52,457.83 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

ses

cc Mr. Robert L. Divine
114 N. W. 79 Street
Vancouver, Washington 98665

National Bank of Commerce
P.O. Box 689
Vancouver, Washington 98660

bcc Frank Morgan
Ivan Merchant
V. E. Skoog
Attn: John Herr
C. T. Keasey

20-3352
7332

FORM E-1 (REV. 12-66)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

	SECTION: Jessie M. Honeyman State Park	WEEK ENDING: May 1, 1970
		SECTION PREFIX: 20-3352
	HIGHWAY:	COUNTY: Lane
NAME OF JOB: Jessie M. Honeyman State Park	KIND OF WORK: Utility Building	
CONTRACTOR: Robert L. Divine	CONTRACT NUMBER: 7332	FEDERAL AID PROJECT NUMBER: State
DATE OF CONTRACT: December 23, 1969	DATE WORK STARTED: January 14, 1970	ESTIMATED COMPLETION DATE: May 31, 1970
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 1 SUPERVISION: 1	SPECIFIED WORK DAYS:	WORK DAYS USED:
	SPECIFIED CALENDAR DAYS:	CALENDAR DAYS USED:
PROJECT AUTHORIZATION: $ 59,467.86	SPECIFIED COMPLETION DATE: May 31, 1970	PERCENT OF TIME ELAPSED: 81%
EXCLUSIVE OF ENGINEERING: $ 5,193.20	ENGINEERING AUTHORIZATION: $ 5,193.70	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 94%
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 54,274.16	ENGINEERING COST TO DATE: $ 4,800.00	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 94%
ESTIMATED PERCENT: OVERRUN / UNDERRUN ____%	PERCENT OF AUTHORIZATION: 92 %	DATE PROJECT WAS COMPLETED:

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY April 26	Showers			
MONDAY 27	Cloudy			
TUESDAY 28	Ptly Cloudy			
WEDNESDAY 29	Showers			
THURSDAY 30	Ptly Cloudy			
FRIDAY May 1	Fair			
SATURDAY April 25	Showers	\		

Routing
Morgan
Decker
Bond
Walker
Doelime
Johnsen
Pease E
Swan
Glenn
Litchfield
Gallagher
Stein

RECEIVED
MAY 5 1970
CONSTRUCTION DIVISION

RECEIVED
MAY 4 1970
BRIDGE DIVISION

BEN GIFFORD

NOTED
R. D. CHURCH

GENERAL SCRIPTION OF ACTIVITIES FOR E WEEK

April SUNDAY 26	No activity.
MONDAY 27	No activity.
TUESDAY 28	Installing lavatories and water closets. Setting formica counter top in utility room.
WEDNESDAY 29	Setting formica counter top in utility room and installing metal toilet and shower partitions. Varnished cabinets at registration building and misc. painting.
THURSDAY 30	Setting formica counter top in utility room and installing metal toilet and shower partitions.
May FRIDAY 1	No activity.
April SATURDAY 25	No activity.

REMARKS

Utility Building - Complete except for installing some plumbing and electrical fixtures, metal toilet partitions and incidental painting and finish work.

Registration Building - Complete except for installation of electrical fixture, and incidental painting.

Septic Tanks - Complete

Effluent Lines - Complete.

Dumping Station - 99% complete.

SIGNED ______ LOCATION Salem

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

6P*F216

RECEIVED
JAN 15 1970

FOR FILE
20-3352
7332

January 14, 1970

Mr. Robert L. Divine
114 N.W. 79 Street
Vancouver, Washington 98665

Dear Mr. Divine:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract No. 7332 for a utility building
in the Jessie M. Honeyman State Park
in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

Enclosure

cc: General Insurance Co. of America
Portland Service Office
520 S.W. 6th Avenue
Portland, Oregon 97204

D. J. Barbee
F. D. Morgan
I. D. Merchant
David Talbot
R. D. Asburry
W. Sandquist

RECEIVED
DEC 5 - 1969

FOR FILE

20-3352
7332

December 31, 1969

Robert L. Divine, Builder
114 N.W. 79 Street
Vancouver, Washington 98665

Dear Mr. Divine:

Enclosed are three copies of Contract No. 7332 for $51,937 awarded to you by the State Highway Commission on December 23, 1969. This contract is for a utility building in the Jessie M. Honeyman State Park in Lane County.

Two of these copies should be signed on the contract and bond pages and returned to this office for completion. Please follow exactly the instructions given on the blue slip attached to the contract.

The third copy of the contract stamped "Advance Copy to be Retained by Contractor" is furnished for your information pending receipt of a fully executed copy.

The completion date on this contract is May 31, 1970.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cr
Enclosures

bc: F. D. Morgan
D. J. Barbee
I. D. Merchant
William Geibel (SAIF)
David Talbot
R. D. Asburry
W. Sandquist

RECEIVED
DEC 24 1969

20-3352

7332

December 24, 1969

Mr. R. L. Divine
114 N.W. 79th Street
Vancouver, Washington 98665

Dear Mr. Divine:

The State Highway Commission on December 23 awarded to you State Highway Contract No. 7332 for a utility building in Jessie M. Honeyman State Park in Lane County.

This award was based on your bid of $51,937 which was the low bid submitted to the Commission on December 18 for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc

bc: Frank Morgan
D. J. Barbee
I. D. Merchant
William Geibel (SAIF)
David Talbot
R. D. Asburry
W. Sandquist

21-3370 South Newport State Park, 1969
S. of Yaquina Bay.
#7333 (Park facilities)

RECEIVED
OCT 21 1970

FOR FI
21-33 70

7333

October 21, 1970

Aetna Casualty & Surety Company
Bond Department
1201 S. W. 12th
Portland, Oregon 97205

Gentlemen:

On October 16, 1970, we wrote to you concerning release of final payment on Contract No. 7333 awarded to James & Stritzke Construction Company for work in the South Newport State Park in Lincoln County.

Final payment on this contract is $8,065.25 and the total contract amount is $160,198.45. No work was performed under force account.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc James & Stritzke Construction Co.
P. O. Box 126
Roseburg, Oregon 97470

York Jacobsen Insurance Co.
P. O. Box 5606
Eugene, Oregon 97405

bc Frank Morgan
Ivan Merchant
R. D. Asburry
V. E. Shoop
Attn: John Herr

RECEIVED
OCT 16 1970

21-3370
7333

October 16, 1970

Oregon State Highway Commission

Gentlemen:

Work was completed July 31, 1970 on Contract No. 7333. The contract was with James & Stritzke Construction Company and was for park facilities on the South Newport State Park Section in Lincoln County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective October 15, 1970 and that you concur in this procedure at the Commission meeting on November 24, 1970.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

R. L. Porter
State Highway Engineer

By

A. E. Johnson
Assistant State Highway Engineer

Floyd Query
cc: R. L. Porter
Tom Edwards
Victor D. Wolfe
F. D. Morgan
I. D. Merchant
V. E. Skoog
L. H. Young
R. D. Asburry

VG:fw

RECEIVED
NOV 12 1970
FOR FILING

21-3370
7333

October 8, 1970

James & Stritzke Construction Co.
P. O. Box 126
Roseburg, Oregon 97470

Gentlemen:

The State Highway Commission at its meeting on September 30, 1970, granted your request that the specified completion date be advanced to July 31, 1970, without assessment of liquidation damages on Contract No. 7333 for park facilities in South Newport State Park.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

dr

bc F. D. Morgan
V. E. Skoog
R. D. Asburry
W. Sandquist

21-3370
7333

FORM E-1 (REV. 10-69)
OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION So. Newport State Park		WEEK ENDING: 9-5-70
		SECTION PREFIX 21-3370
	HIGHWAY - - -	COUNTY Lincoln
NAME OF JOB South Beach Park	KIND OF WORK Park Facilities	
CONTRACTOR James & Stritzke	CONTRACT NUMBER 7333	FEDERAL AID PROJECT NUMBER State
DATE OF CONTRACT 23 Dec 69	DATE WORK STARTED 12 Jan 70	ESTIMATED COMPLETION DATE
AVERAGE FORCE ON PROJECT FOR THE WEEK: 0	SPECIFIED WORK DAYS	WORK DAYS USED
MEN: SUPERVISION:	SPECIFIED CALENDAR DAYS	CALENDAR DAYS USED
PROJECT AUTHORIZATION: $ 180,627.30	SPECIFIED COMPLETION DATE 31 May 70	PERCENT OF TIME ELAPSED 120
EXCLUSIVE OF ENGINEERING: $ 166,304.43	ENGINEERING AUTHORIZATION $ 14,322.87	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 100
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 164,059.88	ENGINEERING COST TO DATE $ 13,298.58	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION 98.1
ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN 1.3 %	PERCENT OF AUTHORIZATION 93 %	DATE PROJECT WAS COMPLETED: 31 Jul 70

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY				
SATURDAY				

NOTED
R. D. Ch[illegible]

Routing
Morgan
Decker
Bond
Walker
Boehme
Johnson
Pease
Swan
Glenn
Litchfield
Gallagher
Stein

RECEIVED
SEP 9 1970
CONSTRUCTION DIVISION
BEN GIFFORD

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

30 Aug 70 SUNDAY	
31 MONDAY	
1 Sep 70 TUESDAY	
2 WEDNESDAY	
3 THURSDAY	
4 FRIDAY	
5 Sep 70 SATURDAY	

REMARKS

Semi-final estimate was submitted to the Regional Office on 5 Sep 70.

THIS IS THE FINAL WEEKLY REPORT ON THIS PROJECT.

SIGNED LOCATION Newport 97365

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F216

RECEIVED
SEP 4 - 1970
FOR FILING

21-3370

7333

September 4, 1970

Oregon State Highway Commission

Request for Extension of Time
No. 6
September 29, 1970 Meeting

Gentlemen:

James and Stritzke Construction Company, contractor for the construction of facilities at South Newport State Park in Lincoln County, Contract 7333, has requested that the specified completion date of May 31, 1970 be advanced to July 31, 1970 without assessment of liquidated damages. The contractor contends that delay in delivery of electrical fixtures due to a trucking industry strike and delay in delivery of plumbing materials involved in a plan change prevented him from completing the work on time.

The contract work was essentially complete on the specified completion date. Minor items of work remaining at that time consisted of installation of light fixtures, replacement of damaged toilet and dressing stalls, proof testing the pumping installation and proof testing the electric water heating system.

Light fixtures were delivered and installed on July 31, 1970. Delay in delivery was occasioned by the recent trucking industry strike. Replacement of toilet and dressing stalls was completed on June 17, 1970. Proof testing the water and electric systems was completed June 26, 1970. Delay in completing this work was due in part to lack of hookup to the water supply which was a State responsibility and lack of hookup of the regular power supply which the contractor was led to believe would be in on time for his use in completing the tests.

The facilities were in use by the public July 3, 1970 and the contract was under a stop work order from July 2, 1970 to July 31, 1970.

Delay in completing the work was due to conditions beyond control of the contractor. I recommend that the completion date be advanced to July 31, 1970 without assessment of liquidated damages. This waives all liquidated damages.

This matter will be on the Agenda for your consideration at the September 29 meeting.

Very truly yours,

R. L. Porter
State Highway Engineer

bc Floyd Query
Tom Edwards
A. E. Johnson
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
V. E. Skoog
R. D. Asburry

CAG"ag mc

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request for Increase in Number of Workdays to Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 7333 Contractor James & Stritske Construction Company

Highway ________________

Section South Newport State Park

Kind of Work Park Facilities

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED or~~ GRANTED. The reasons for such recommendation are as follows:

Contractor shouldn't be held accountable for time involved on (1) strike delayed light fixtures, (2) replacement partitions or (3) vandalism repairs. He also completed prrof testing of the pumps within a reasonable period after water was made available. The testing of the electrical and water heating systems were completed within a reasonable period after ordered by the engineer. These were the only items remaining at the specified May 31, 1970 completion date. Hence, a time extension to the actual July 31, 1970 completion date is recommended. The public had use of the site commencing July 2, 1970.

Recommended for Approval:

Asst Division Engineer

Ivan V Merchant
~~Construction Engineer or~~
Bridge Engineer

R E Johnson
~~Assistant~~ State Highway Engineer

Contract No.	7333
Project designation State-Federal	State
Date awarded	23 Dec 69
Work started	12 Jan 70
Per cent completed	100 as of 31 Jul 70 Date
No. of Workdays Allowed	To 31 May 70
No. of Workdays Used	To 31 July 70
No. of Added Workdays Requested	To 31 Jul 70

[illegible] (Rev.)—5M—9-64

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon 97310

Date JUNE 15 1970, 1970

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from MAY 31, 1970 days to .... days, within which to complete our Contract No. 7339, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

DELAY ON DELIVERY OF ELECTRICAL FIXTURES - DUE TO TRUCKING INDUSTRY STRIKE.

DELAY ON DELIVERY OF PLUMBING SUPPLIES DUE TO PLAN CHANGES FOR PUMP HOUSE.

Respectfully submitted,

JAMES A STRITZKE CONST. CO.
Contractor

By Richard P. Stritzke
RICHARD P. STRITZKE

RECEIVED
AUG 19 1970
BRIDGE DIVISION

CONSENT OF SURETY

Date June 23, 1970

We, THE AETNA CASUALTY AND SURETY COMPANY
...., as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Attorney-in-fact Kenneth C. Kraig

(SEAL)

Resident Agent

RECEIVED
JAN 16 1970

FOR FILE
21-3370
7333

January 16, 1970

James & Stritzke Construction Co.
P. O. Box 126
Roseburg, Oregon 97470

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract No. 7333 for park facilities in South Newport State Park in Lincoln County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

of
Enclosure

cc: Aetna Casualty & Surety Company
York Jacobsen Insurance Co.
D. J. Barbee
F. D. Morgan
I. D. Merchant
David Talbot
R. D. Asburry
W. Sandquist

RECEIVED
DEC 5 - 1969

FOR FILING

21-3370
7333

January 5, 1970

James & Stritzke Construction Co.
P. O. Box 126
Roseburg, Oregon 97470

Gentlemen:

Enclosed are three copies of Contract No. 7333 for $159,143 awarded to you by the State Highway Commission on December 23, 1969. This contract is for park facilities in the South Newport State Park in Lincoln County.

Two of these copies should be signed on the contract and bond pages and returned to this office for completion. Please follow exactly the instructions given on the blue slip attached to the contract.

The third copy of the contract stamped "Advance Copy to be Retained by Contractor" is furnished for your information pending receipt of a fully executed copy.

The completion date on this contract is May 31, 1970.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cr
Enclosures

bc: F. D. Morgan
D. J. Barbee
I. D. Merchant
William Geibel (SAIF)
David Talbot
R. D. Asbury
W. Sandquist

Salem, Oregon
December 29, 1969

Plans and Specifications
South Newport State Park Buildings
Lincoln County

Mr. Ivan Merchant
Bridge Engineer

Attention C. A. Gardner

On December 26, I advised you we had received a letter from Mr. Richard P. Stritzke representing the firm of James and Stritzke Construction Company. It requests plans and specifications to permit marshaling the supplies in connection with the subject project on which James and Stritzke were low bidders.

The attached letter is for your files; please reply with a copy to us.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw
Attachment
cc Forrest Cooper
R. L. Porter
Victor D. Wolfe (9709)

AREA CODE 503
DIAL 67[illegible]4469

9769

**JAMES & STRITZKE
Construction Co.**

P. O. BOX 126 • ROSEBURG, OREGON 97470 • 1337 N. E. STEPHENS ST.

GEORGE JAMES
673-8602

RICHARD STRITZKE
673-3032

DECEMBER 23, 1969

OREGON STATE HIGHWAY DEPT.
HIGHWAY BUILDING
SALEM, OREGON 97310

ATTENTION: L.P. SHAW

RE: SOUTH NEWPORT STATE PARK

DEAR SIR:

WOULD YOU PLEASE SEND US SOME PLANS AND SPECIFICATIONS SO WE CAN START THE PAPER WORK IN PREPARATION FOR SUPPLIES AND ETC.

YOURS RESPECTFULLY,

JAMES & STRITZKE CONSTRUCTION CO.

Richard P. Stritzke

RICHARD P. STRITZKE

RPS/M

Original to
Merchant
12-29-69

RECEIVED
DEC 26 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 24 1969
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 23 1969

FOR FILING

21-3370
7333

December 23, 1969

Jones and [illegible] Construction Co.
P. O. Box 125
Roseburg, Oregon 97470

Gentlemen:

The State Highway Commission today awarded to you State Highway Contract No. 7333 for park facilities in South Newport State Park in Lincoln County.

This award was based on your bid of $139,143, which was the low bid submitted to the Commission on December 16 for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc
Frank Morgan
D. J. Barbee
I. D. Marchant
Parks Dept.
R. D. Asbury
W. Sandquist
Wm. Seibel (S:IF)

RECEIVED
DEC 1[illegible] 1969
FOR FILING

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

December 8, 1969

Mr. G. H. Bartow
10901 Rowan Rd., S.
Seattle, Washington 98178

Re: South Newport State Park

Dear Mr. Bartow:

At the present time we are doing considerable development work to establish new campground facilities at South Newport State Park. We have found it desirable to open and improve an existing drainage between the east line of the park property and 101 highway. This drainage crosses property shown to be in your ownership, identified as tax lot 1300, Section 17, Township 11S, Range 11W, W.M., Lincoln County.

In order to open and improve this drainage, we would need an easement across your property. There are three other ownerships involved, and we will be contacting these owners for their concurrence in the drainage project.

I have enclosed real estate option agreements which set forth our proposal for an easement. As set forth in the option, the drainage facility would be available to serve your property, as well as the state property. As we have equipment now operating in the park, we would like to do this additional work at the same time.

Your consideration and early reply will be sincerely appreciated. If the proposal is satisfactory, both you and Mrs. Bartow should sign the option forms, keeping one copy and returning the original and one copy to us.

Very truly yours,

Ray Wilson, Assistant
State Parks Superintendent

RW:jw
Encls.

21-3371 Gleneden State Park, N. of 1969
Depoe Bay.
#7334 (Toilet building)

RECEIVED
SEP 1 - 1970

FOR FILING

21-3371
7334

September 1, 1970

United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1216
Tacoma, Washington 98401

Gentlemen:

Contract No. 7334 awarded to Baughman & Son, Inc. for a toilet building in the Gleneden Beach State Wayside in Lincoln County was completed on June 30, 1970, and accepted by the Highway Commission on August 28, 1970.

Final payment in the amount of $1,257.75 will be released to the contractor after September 9, 1970. The total contract amount is $30,580.70, and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

kl

cc Baughman & Son, Inc.
2770 Woodland Drive
Coos Bay, Oregon 97420

bc Frank Morgan
Ivan Merchant
V. E. Skoog
Attn: John Herr
R. D. Asburry

RECEIVED
SEP 1 - 1970
FOR FILING

21-3371
7334

August 31, 1970

Oregon State Highway Commission

Gentlemen:

Work was completed June 30, 1970 on Contract No. 7334. The contract was with Baughman & Son, Inc. and was for a toilet building on the Gleneden Beach Wayside Section on the Oregon Coast Highway in Lincoln County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective August 28, 1970 and that you concur in this procedure at the Commission meeting on September 29, 1970.

It is assumed that if you have no objections to this action and you do not advise me to the contrery, I may consider the matter has your approval.

Very truly yours,

R. L. Porter
State Highway Engineer

bc Floyd Query
Tom Edwards
A. E. Johnson
F. D. Morgan
I. D. Merchant
V. E. Skoog
L. H. Young
R. D. Asburry

RECEIVED
SEP 28 1970

FOR FILING

21-3371
7334

#9

August 25, 1970

Baughman and Son, Inc.
2770 Woodland Drive
Coos Bay, Oregon 97420

Gentlemen:

The State Highway Commission at its meeting on August 18 granted your request that the specified completion date of May 31, 1970, be advanced to June 30, 1970, without assessment of liquidated damages, on Contract No. 7334 for a toilet building in Gleneden Beach State Wayside in Lincoln County.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Reed, Assistant Secretary

fkn
cc F. D. Morgan
I. D. Merchant
V. E. Skoog
R. D. Asburry
Walter Sandquist

RECEIVED
AUG 1[illegible] 1970
FILING

21-3371
7334

August 12, 1970

Oregon State Highway Commission

Request for Extension of Time
No. 9
August 18, 1970 meeting

Gentlemen:

Baughman & Son, Inc., contractor for the construction of the Gleneden Beach State Wayside on the Oregon Coast Highway in Lincoln County, Contract No. 7334, has requested that the specified completion date of May 31, 1970, be advanced to June 30, 1970 (the actual completion date) without assessment of liquidated damages.

The contract work was essentially complete and ready for use on May 29 which was within the specified completion date. The only work remaining at that time consisted of minor corrective work of replacement of two stalls in the rest room that had been slightly damaged in installation. Replacement stalls were received and installed June 30, which completed the contract work.

Inasmuch as the facility was ready for use prior to the specified completion date, I recommend that the requested extension be granted without assessment of liquidated damages.

This matter will be on the agenda for your consideration at the August 18 meeting.

Very truly yours,

R. L. Porter
State Highway Engineer

cc Floyd Query
Tom Edwards
A. E. Johnson
Ivan Merchant
F. D. Morgan
V. E. Skoog
R. D. Asburry

CAG:ag fn

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request
FOR
Extension of Time to Complete Contract

Investigation has been completed regarding the request (see reverse side) for an extension of time within which to complete the following project:

Contract No. 7334 Contractor Baughman & Sons, Inc.

Highway - - - - -

Section Gleneden Beach State Wayside

Kind of Work Toilet Building

It is recommended that such extension be granted as requested under the following terms and conditions:

~~Contractor was on suspension of work order June 9 to 29 inclusive. He should have been on a suspension May 29 to June 9. This would justify the extension to June 30, 1970, the completion date.~~

Facility ready for public use prior to specified completion date. Recommend extension to June 30, 1970 without assessment of liquidated damages.

Recommended for Approval:

Asst Division Engineer

Actg ~~Construction~~ Engineer or Bridge Engineer

C E Johnson
~~Assistant~~ State Highway Engineer

Contract No. 7334

Project designation State
State—Federal

Date awarded December 23, 1969

Work started February 3, 1970

Per cent completed 100 June 30, 1970
Date

Specified completion date May 31, 1970

Previously extended to None

Extension requested to June 30, 1970

Form E-320-3M-7-55

OREGON STATE HIGHWAY COMMISSION

Contractors Request for Extension of Time to Complete Construction Contract

Oregon State Highway Commission,
Salem, Oregon.

Date July 9, 1970

Gentlemen:

We, the undersigned, respectfully request an extension of 30 days time, from May 31, 1970, to June 30, 1970, within which to complete our Contract No. 7334, described as follows:

Gleneden Beach State Wayside Toilet Building

The above request is based upon the following reasons:
The contract was completed prior to the specified completion date of May 31, 1970 and the building was ready for occupancy and use. However, two metal partition panels were slightly damaged in shipment and not acceptable. Delivery of replacement panels was unavoidably delayed. They arrived and were installed June 30, 1970.

RECEIVED
JUL 24
BRIDGE DIVISION

Respectfully submitted,

Baughman & Son, Inc.
Contractor

By ....

CONSENT OF SURETY

Date July 9, 1970

We, UNITED PACIFIC INSURANCE COMPANY, as surety on the bond guaranteeing the completion of the contract above named and listed, hereby join in and consent to said request for extension of time, and hereby agree to remain fully bound as surety in all respects as if the latest extended date hereinabove stated had been stipulated in the original agreement.

Dorothy P. Hutchins
Dorothy P. Hutchins
Attorney-in-fact

(SEAL)

John V. Dunn
John V. Dunn
Resident Agent

MARSH & McLENNAN, INC.
OF OREGON

State Printing 37499

21-3371
7334

FORM S-1 (REV. 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Gleneden Beach State Wayside		WEEK ENDING: May 1, 1970
		SECTION PREFIX: 21-3371
HIGHWAY:		COUNTY: Lincoln
NAME OF JOB: Gleneden Beach State Wayside	KIND OF WORK: Toilet Building	
CONTRACTOR: Baughman & Son, Inc.	CONTRACT NUMBER: 7334	FEDERAL AID PROJECT NUMBER: State
DATE OF CONTRACT: December 23, 1969	DATE WORK STARTED: February 3, 1970	ESTIMATED COMPLETION DATE: May 31, 1970
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 1 SUPERVISION:	SPECIFIED WORK DAYS:	WORK DAYS USED:
	SPECIFIED CALENDAR DAYS:	CALENDAR DAYS USED:
PROJECT AUTHORIZATION: $ 32,168.77	SPECIFIED COMPLETION DATE: May 31, 1970	PERCENT OF TIME ELAPSED: 81%
EXCLUSIVE OF ENGINEERING: $ 29,359.27	ENGINEERING AUTHORIZATION: $ 2,809.50	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 96%
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 29, 359.27	ENGINEERING COST TO DATE: $ 2,000.00	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 96%
ESTIMATED PERCENT: OVERRUN UNDERRUN ___ %	PERCENT OF AUTHORIZATION: 71 %	DATE PROJECT WAS COMPLETED:

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY April 26	Showers			
MONDAY 27	Cloudy			
TUESDAY 28	Ptly Cloudy			
WEDNESDAY 29	Showers			
THURSDAY 30	Ptly Cloudy			
FRIDAY May 1	Fair			
SATURDAY April 25	Showers			

Routing
Morgan
Decker
Bond
Walker
Boehme
Johnsen
Posse E
Glenn
Litchfield
Gallagher
Stein

RECEIVED
MAY 5 1970
CONSTRUCTION DIVISION
BEN GIFFORD

RECEIVED
MAY 4 1970
BRIDGE DIVISION

NOTED
R. D. CHURCH

GENERAL SCRIPTION OF ACTIVITIES FOR E WEEK

April SUNDAY 26	No activity.
MONDAY 27	Installed all but two water closets and all but one lavatory.
TUESDAY 28	No activity.
WEDNESDAY 29	No activity.
THURSDAY 30	No activity.
May FRIDAY 1	No activity.
April SATURDAY 25	No activity.

REMARKS

Job complete except for installation of all electrical and some plumbing fixtures, surge tank hook-up, incidental painting and general clean-up.

SIGNED ____________ LOCATION Salem

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F216

RECEIVED
JAN 19 1970

Final Filing

21-3371
7334

January 19, 1970

Baughman & Son, Inc.
2770 Woodland Drive
Coos Bay, Oregon 97420

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract No. 7334 for a toilet building in Gleneden Beach State Wayside in Lincoln County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]
Enclosure

cc: United Pacific Insurance Company, Portland and Tacoma
F. D. Morgan
D. J. Barbee
I. D. Merchant
David Talbot
R. D. Asburry
W. Sandquist

RECEIVED
DEC 5 - 1969
FOR FILING

21 -- 3371
7334

December 31, 1969

Baughman & Son, Inc.
2770 Woodland Drive
Coos Bay, Oregon 97420

Gentlemen:

Enclosed are three copies of Contract No. 7334 for $28,095 awarded to you by the State Highway Commission on December 23, 1969. This contract is for a toilet building in the Gleneden Beach State Wayside in Lincoln County.

Two of these copies should be signed on the contract and bond pages and returned to this office for completion. Please follow exactly the instructions given on the blue slip attached to the contract.

The third copy of the contract stamped "Advance Copy to be Retained by Contractor" is furnished for your information pending receipt of a fully executed copy.

The completion date on this contract is May 31, 1970.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cr
Enclosures

bc: F. D. Morgan
D. J. Barbee
I. D. Merchant
William Geibel (SAIF)
David Talbot
R. D. Asburry
W. Sandquist

RECEIVED
DEC 28 1969

FOR FILING

21-3371

7334

December 23, 1969

[illegible] and Son
2770 [illegible] Drive
Coos Bay, Oregon 97420

Gentlemen:

The State Highway Commission today awarded to you State Highway Contract No. 7334 for construction of a toilet building in Gleneden State Park in Lincoln County.

This award was based on your bid of $[illegible] which was the low bid submitted to the Commission on December 16, 1969, for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]
cc
Frank Morgan
D. J. [illegible]
L. D. [illegible]
Parks Division
R. D. [illegible]
W. [illegible]
Wm. [illegible] ([illegible])

26-3334 Rooster Rock State Park, on 1969
Columbia R. Hwy., east of Portland
#7335 (Slope Protection)

RECEIVED
OCT 12 1970
FOR FILING

26-3334
7335

October 9, 1970

United Pacific Insurance Co.
Fidelity & Surety Department
P. O. Box 1216
Tacoma, Washington 98401

Gentlemen:

A post-final payment for $3,800 will be made to E. W. Eldridge, Inc., on Contract No. 7335 for work on the slope protection of Rooster Rock State Park in Multnomah County as soon as the warrant is prepared.

The total amount paid on this contract will be $119,928.87 including the post-final payment. Of the total, $294.02 is for force account.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

dr

cc E. W. Eldridge, Inc.
Route 3, Box 468
Sandy, Oregon 97055

bc Frank Morgan
Ivan Merchant
V. E. Skoog
Attn: John Herr
L. W. Rulien

RECEIVED
NOV 12 1970
FOR FILING

26-3334
7335

October 8, 1970

E. [illegible] Eldridge, Inc.
Route 3, Box 468
Sandy, Oregon 97055

Gentlemen:

The State Highway Commission at its meeting on September 30, 1970, considered your request for an extension of the completion date of Contract No. 7335 for work on Rooster Rock State Park. The Commission extended the proposed completion date to July 8, 1970, which will delete all liquidated damages.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

dr

bc F. D. Morgan
V. E. Skoog
L. W. Rulien
W. J. Scofield

FORM 2-30 (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 21, 1970

SUBJECT: Rooster Rock State Park
Slope Protection
Contract No. 7335
Request for Time Extension

To:

Mr. A. E. Johnson
Assistant State Highway Engineer
BUILDING

The subject project was completed July 8, 1970, but was contracted on the basis of a specified completion date requiring completion by May 31, 1970. The completion date of record is therefore 38 days late and liquidated damages accrue at the rate of $100 per day. E. W. Eldridge, Inc. is the contractor.

The main reason for the late completion is an ordered stop work period from May 28 to July 6, or a 38-day interval, because high water in the Columbia River prevented completion of some minor work on the access stairway steps and handrails. This project is under the 1964 specifications, so we have to go through the formal procedure for changing the specified completion date (as we interpret the 1970 specifications, formal action would not be necessary in this circumstance).

We therefore recommend that the completion date be extended to July 8, 1970 and delete all liquidated damages. This was a State project. A rough draft letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By John A. Bond
John A. Bond
Construction Administration Engineer

JAB:fw
Enc.
cc V. L. Gallagher

RECEIVED
AUG 25 1970
OFFICE OF
STATE HIGHWAY ENGINEER

UNITED PACIFIC INSURANCE COMPANY
A MEMBER OF UNITED PACIFIC INSURANCE GROUP
HOME OFFICE: TACOMA, WASHINGTON 98401
FIDELITY AND SURETY DEPARTMENT

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the UNITED PACIFIC INSURANCE COMPANY, a corporation of the State of Washington, having its principal offices in the city of Tacoma, Washington, pursuant to authority granted by By-Law No. 37-A of its By-Laws, which reads as follows:

"The President, any Executive Vice-President, any other Vice-President, any Assistant Vice-President, or any Resident Vice-President of this Corporation, shall have authority to appoint in writing such attorneys-in-fact as the business of the Company may require, and to authorize such attorneys-in-fact, and each of them, to execute on behalf of the Company, any bonds, recognizances, stipulations, contracts of indemnity and other undertakings of like character, or to exercise any lesser number of said powers as hereinbefore set forth.

"Said appointments shall be attested by the Secretary or an Assistant Secretary of this Corporation under its seal. The signature of the Secretary or any Assistant Secretary to certified copies of such powers of attorney may be original or facsimile, and when the corporate seal is affixed thereto, any third party may rely on said certified copies of powers of attorney as the act and deed of this Corporation. The President, any Executive Vice-President, any other Vice-President, any Assistant Vice-President, or any Resident Vice-President may revoke any appointment made pursuant hereto, and revoke any and all authority conferred by any such appointment."

does hereby nominate, constitute and appoint LLOYD ARVIDSON of GRESHAM, OREGON - - - - - - - - - - - -

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed,

ANY AND ALL BONDS AND UNDERTAKINGS OF SURETYSHIP.

The execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Tacoma, Washington, in their own proper persons.

IN WITNESS WHEREOF, the UNITED PACIFIC INSURANCE COMPANY has caused these presents to be signed by its Executive Vice-President and its corporate seal to be hereto affixed, duly attested by its Assistant Secretary, this 3rd day of April, 1970.

UNITED PACIFIC INSURANCE COMPANY

Attest: s/ GERRY L. WHITE
Assistant Secretary

By s/ MORRIS E. BROWN (SEAL)
Executive Vice-President

STATE OF WASHINGTON } ss.
County of PIERCE }

On this 3rd day of April, 1970, personally appeared MORRIS E. BROWN and GERRY L. WHITE, to me known to be the Executive Vice-President and Assistant Secretary, respectively, of UNITED PACIFIC INSURANCE COMPANY, and acknowledged that they executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that By-Law No. 37-A, set forth therein, is still in full force.

Witness my hand and seal hereto affixed the day and year first above written.

My Commission Expires January 15, 1974.

s/ Bertha M. Barragar
Notary Public in and for the State of Washington
Residing at Tacoma

STATE OF WASHINGTON } ss.
County of PIERCE }

I, GERRY L. WHITE Assistant Secretary of the UNITED PACIFIC INSURANCE COMPANY, do hereby certify that the foregoing instrument is a true copy of a Power of Attorney duly and regularly issued by said Company, and that the same is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at the City of TACOMA this 4th day of August, 1970.

Gerry L White (SEAL)
Assistant Secretary

B-1027A General — Power of Attorney Rev. 11-66

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AUG 27 1970

FOR FILING

26-3334
7335

August 27, 1970

Oregon State Highway Commission

Request for Extension of Time
No. 2
September 29, 1970 meeting

Gentlemen:

E. W. Eldridge, Inc., contractor on the Rooster Rock State Park slope protection project, Contract No. 7335 in Multnomah County, has requested an extension of the contract completion date because of a stop work order imposed by the State.

A significant amount of work was added to this contract to extend part of the planned stairways farther up the slope for better pedestrian access. The contract required completion by May 31, 1970. Shortly before that time, high water in the Columbia River interfered with the small amount of work remaining, most of which was related to the stairways. A stop work order was in effect from May 28 to July 6, and the project was completed on July 8 immediately after the work was allowed to resume.

I recommend that the specified completion date be extended to July 8 which will delete all liquidated damages.

This matter will be on the agenda for your consideration at the September 29 meeting.

Very truly yours,

R. L. Porter
State Highway Engineer

L. W. Rulien

cc: Floyd Query
Tom Edwards
A. E. Johnson
V. D. Wolfe
F. D. Morgan
Lloyd P. Shaw
V. E. Skoog

JAB:fw sr

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 7335 Contractor E. W. Eldridge, Inc.

Highway --

Section Rooster Rock StatePark

Kind of Work Slope Protection

It is recommended that the request for increase in the number of workdays within which to complete said contract be XXXXXX GRANTED. The reasons for such recommendation are as follows:

Recommend 38-day extension to date of July 8, 1970 to properly recognize high water stop work order period lasting 38 days from May 28 to July 6, 1970.

Recommended for Approval:

Division Engineer

for Construction Engineer or ~~Bridge Engineer~~

Assistant State Highway Engineer

Contract No.	7335
Project designation (State-Federal)	State
Date awarded	Dec. 23, 1969
Work started	Jan. 12, 1970
Per cent completed	100% on July 8, 1970 (Date)
Specified Comp. date XXXXXXXXXXXXXXXX	May 31, 1970
No. of Workdays Used	
No. of Added Workdays Requested	38

[illegible]

E-330 (Rev.)—5M—9-64

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon 97310

Date July 27, 1970

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 6/1/70 days to 7/8/70 days, within which to complete our Contract No. 7335, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

Stop work order issued on May 28, 1970 and was rescinded on July 6, 1970. 38 additional calendar days requested as result of the stop work order.

Respectfully submitted,

E. W. ELDRIDGE, INC.
Contractor

By E. W. Eldridge
E. W. Eldridge, President

CONSENT OF SURETY

Date July 27, 1970

We, UNITED PACIFIC INSURANCE CO.

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Lloyd Davidson
Attorney-in-fact

(SEAL)

Lloyd Davidson, 101 N. Main, Gresham, Oregon
Resident Agent

United Pacific Insurance Co.

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AUG 18 1970
FOR FILING

26-3334
7335

August 10, 1970

Oregon State Highway Commission

Gentlemen:

Work was completed July 8, 1970, on Contract No. 7335. The contract was with E. W. Eldridge, Inc., and was for slope protection on the Rooster Rock State Park Section of the Columbia River Highway in Multnomah County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective August 10, 1970, and that you concur in this procedure at the Commission meeting on August 18.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

R. L. Porter
State Highway Engineer

cc Floyd Query
Tom Edwards
A. E. Johnson
Victor D. Wolfe
F. D. Morgan
I. D. Merchant
V. E. Skoog
L. H. Young
L. W. Rulien

ms fn

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AUG 11 1970

FOR FILING

26-3334
7335

August 10, 1970

United Pacific Insurance Co.
P. O. Box 1216
Tacoma, Washington 98401

Gentlemen:

Contract No. 7335 awarded to R. W. Eldridge, Inc., for slope protection in Rooster Rock State Park in Multnomah County was completed on July 8, 1970, and accepted by the Highway Commission on August 10, 1970.

Final payment in the amount of $1,731.42 will be released to the contractor after August 17, 1970. The total contract amount is $116,180.87 including $294.02 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

Sm

cc R. W. Eldridge, Inc.
Route 3, Box 446
Sandy, Oregon 97055

Frank Morgan
Ivan Merchant
V. E. Skoog
Attn: John Kerr
L. W. Bulien

26-3334 Salem

7335

FORM E-1 (REV. 10-69)

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Rooster Rock State Park

WEEK ENDING: July 25, 1970

SECTION PREFIX: 26-3334

HIGHWAY: -

COUNTY: Multnomah

NAME OF JOB: Rooster Rock State Park

KIND OF WORK: Slope Protection

CONTRACTOR: E.W. Eldridge

CONTRACT NUMBER: 7335

FEDERAL AID PROJECT NUMBER: State

DATE OF CONTRACT: December 23, 1969

DATE WORK STARTED: January 12, 1970

COMPLETION DATE: July 8, 1970

AVERAGE FORCE ON PROJECT FOR THE WEEK:

MEN: 1 SUPERVISION: 0

SPECIFIED WORK DAYS: -

SPECIFIED CALENDAR DAYS: -

WORK DAYS USED: -

CALENDAR DAYS USED: -

SPECIFIED COMPLETION DATE: May 30, 1970

PERCENT OF TIME ELAPSED: 100

PROJECT AUTHORIZATION: $ 129,318.30

EXCLUSIVE OF ENGINEERING: $ 119,297.00

ENGINEERING AUTHORIZATION: $ 10,021.30

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 119,401.55

ENGINEERING COST TO DATE: $ 10,835.85

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100

ESTIMATED PERCENT: OVERRUN / UNDERRUN - %

PERCENT OF AUTHORIZATION: 108 %

DATE PROJECT WAS COMPLETED: July 8, 1970

ESTIMATED PERCENT COMPLETE (ROADWORK) Semi final submitted 7-17-70.

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	Stone blanket	Rip rap
						100	100

	GRADING	Stone blanket	Rip rap	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	0.72	0.72	0.72		
MILES PARTIALLY COMPLETED	0	0	0		
MILES COMPLETED	0.72	0.72	0.72		
TOTAL ESTIMATED QUANTITIES (CONTRACT)	22,500	6,200	12,200		
TOTAL QUANTITIES CORRECTED TO DATE	23,092	5,918	12,489		
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	23,092	5,918	12,489		
AVERAGE DAILY QUANTITIES	0	0	0		
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	0	0	0		
NUMBER OF SHIFTS PER DAY	0	0	0		
HOURS PER SHIFT	0	0	0		

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	Clear			
MONDAY	"			
TUESDAY	Partly cloudy			
WEDNESDAY	Clear			
THURSDAY	"			
FRIDAY	"			
SATURDAY				

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JUL 27 1970
CONSTRUCTION DIVISION

Routing
Morgan MI
Decker
Bond JB
Walker
Boehme
Johnsen GG
Pease E
Swan
Glenn
Litchfield
Gallagher
Stein

BEN GIFFORD

NOTED
R. D. CHURCH

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	Final inspection made this date by A.C. Harwood, Asst. Division Engineer in company with Frank Stiles, Parks Department, W.J. Scofield and Clair Kuiper. Some sharp places on rail are to be smoothed out.
TUESDAY	No work.
WEDNESDAY	Contractor had man filing burrs on handrail to smooth surfaces. Project completed.
THURSDAY	No work.
FRIDAY	No work.
SATURDAY	

REMARKS

This is the final weekly report. Semi-final has been submitted.

SIGNED C. L. Kuiper LOCATION Portland
Asst Res.

PRIME RESIDENT: SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

RECEIVED
MAY 28 1970

FOR FILING
26-3334
7335

May 28, 1970

Oregon State Highway Commission

Gentlemen:

An overrun of the project authorization on Contract No. 7335, the Rooster Rock State Park Slope protection project in Multnomah County, is anticipated. E. W. Eldridge, Inc., of Sandy is the contractor. This is a State project for which the original authorization was $120,018.30. The present anticipated cost is $129,318.30, indicating an overrun of $9,300 or 7.8 percent.

The reasons are an extension of stairways and the addition of slope blanket material. Five of the stairways were extended to the top of a slope to provide better pedestrian access from the parking areas. The gravel blanket material was added to cover a sand slope above the new riprap to prevent wind erosion. The need for this work became evident after the project had started.

This matter will be on the agenda for the June 2 meeting and your approval is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Lloyd P. Shaw
F. B. Klaboe
V. D. Wolfe
V. E. Skoog
L. H. Young
L. W. Rulien

JAB/DES:fw sr

FORM E-20 (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 27, 1970

SUBJECT: Overrun of Project Authorization
Rooster Rock State Park
Contract No. 7335

To:

Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

Attached is a report on an expected overrun of the project authorization on the subject contract. This project for slope protection is under contract to E. W. Eldridge, Inc. of Sandy. The original project authorization was $120,018.30. The present anticipated cost is $129,318.30, indicating an overrun of $9,300 or 7.8 percent.

The major reasons for this overrun are an increase in the length of five of the concrete stairways and the addition of slope blanket material. The stairways were originally intended to end at the top of the riprap. The Parks Department requested that the five stairways be extended to the top of the bank which increased the concrete, reinforcing steel and handrail quantities. This increase amounts to over $6,600. The Parks Department also requested that a gravel blanket be placed over a sand slope above the riprap to prevent wind erosion. This work cost over $3,800.

It is recommended that the project authorization be increased by $9,300. A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Construction Administration Engineer

RECEIVED
MAY 27 1970
OFFICE OF
STATE HIGHWAY ENGINEER

DES:fw
Attach.
cc: David Talbot
V. L. Gallagher

Form E-372 (Rev. 10-66)

21-B33-1
7335

C

OREGON STATE HIGHWAY DEPARTMENT

Expected Overrun of Project Authorization

Project Rooster Rock State Park Date May 18, 1970

Highway - - - - Contract No. 7335

County Multnomah Kind of Work Slope Protection Contractor E. W. Eldridge, Inc.

	Authorized	Estimated
Contract Amount	$105,743.00	$114,826.78
Anticipated Items	0	0
Contingency (4½%)	4,758.43	4,470.22
Engineering	9,516.87	10,021.30
Credits		
PROJECT COST	$120,018.30	$129,318.30

NET INCREASE $ 9,300.00 or 7.8%

MAJOR OVERRUNS AND UNDERRUNS (Describe Briefly)

APPROVED BY STATE HIGHWAY COMMISSION DATE 6-2-70

(Indicate whether contract (C), anticipated (A), or unanticipated (U). (List all unanticipated items)	Expected Amount		Net Change
(C) Bid Item 3, Loose Riprap	$55,625.00	+	$1,335.00
(C) Bid Item 6, Class "A" Conc. in Stairways	14,900.00	+	3,900.00
(C) Bid Item 7, Reinf. in Stairways	3,000.00	+	875.00
(C) Bid Item 8, Pipe Handrail	10,760.00	+	1,960.00
(U) EWO No. 1, Backfill for 12" CM Pipe	294.02)		
(U) PA No. 2, Salv. & Reinst. 12" CM Pipe	174.20)		
(U) PA No. 3, Furn. Sleeve & Posts for Handrail	152.00)	+	4,470.22
(U) PA No. 4, Slope Blanket Material	3,850.00)		

Principal reasons for overruns (Continue on reverse side): Five concrete stairways were extended on up to top of bank above riprap to provide better access. Gravel Blanket material was added to prevent wind erosion of sand slope above riprap.

INSTRUCTIONS: A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Submitted by W. I. Scofield
Resident Engineer

Noted by P. Bond
Acting Construction or Bridge Engineer

Confirmed by Allan C. Harwood
Division Engineer

Noted by Klabo
Assistant ~~Deputy~~ or State Highway Engineer

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MAR 4 - 1970

FOR FILING

26-3334
7335

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 10, 1970

SUBJECT: Rooster Rock Contract

To Mr. Clair L. Kuiper
Assistant Resident Engineer
Milwaukie

This is to confirm the conversation between you and John Hollingsworth on February 3 at Rooster Rock.

Your attention will be given to the following items:

1. There will be no trees, stumps, or roots left in the backfill.
2. New cross sections will be taken on the East one-half of the project, and the centerline of the base of the slope protection will be shifted Southerly to help make up for the loss of material due to recent high water.
3. It is agreed that several trees will be lost due to the change in number 2.
4. On the same East one-half, we want to save as much lawn as possible.
5. Between stations 14+00 and 20+00 the top of the rip rap comes up against a vertical bank. In this area we will remove all trees and make a 2:1 slope come up from the top of the rip rap to an elevation level with the top of the curb.
6. At no place in the project area will the top of a cut slope be less than 10 feet from the face of the curb.
7. An agreement will be made with the contractor to extend the stairways West of the concession building to an elevation level with the top of the curb.
8. Any material between the top of the stairs and the curb will be leveled.
9. On all stairways, at least one step will be buried below the backfill.

Warren H. Gaskill, Assistant
State Parks Superintendent

WHG/dks

cc: Mr. L. W. Rulien
Mr. John Bradfield
Mr. Frank Stiles

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FEB 2 - 1970
FOR FILI

26-333
7335

February 2, 1970

E. W. Eldridge, Inc.
Route 3, Box 468
Sandy, Oregon 97055

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract No. 7335 for slope protection
> in the Rooster Rock State Park in
> Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

ar
Enclosure

cc: United Pacific Insurance Co., Portland and Tacoma
F. D. Morgan
D. J. Barbee
I. D. Merchant
David Talbot
L. W. Rulien
W. J. Scofield

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DEC 5 - 1969

FOR FIL

26-3334
7335

January 2, 1970

R. W. Eldridge, Inc.
Route 3, Box 468
Sandy, Oregon 97055

Gentlemen:

Enclosed are three copies of Contract No. 7335 for $105,743 awarded to you by the State Highway Commission on December 23, 1969. This contract is for slope protection in the Rooster Rock State Park in Multnomah County.

Two of these copies should be signed on the contract and bond pages and returned to this office for completion. Please follow exactly the instructions given on the blue slip attached to the contract.

The third copy of the contract stamped "Advance Copy to be Retained by Contractor" is furnished for your information pending receipt of a fully executed copy.

The completion date on this contract is May 30, 1970.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cr
Enclosures

bc: F. D. Morgan
D. J. Barbee
I. D. Merchant
William Geibel (SAIF)
David Talbot
L. W. Rulien
W. J. Scofield

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DEC 29 1969
FOR FILING

26-3334

7335

December 23, 1969

R. W. Eldridge, Inc.
P. O. Box 96
Sandy, Oregon 97055

Gentlemen:

The State Highway Commission today awarded to you State Highway Contract No. 7335 for slope protection in Rooster Rock State Park in Multnomah County.

This award was based on your bid of $105,743 which was the low bid submitted to the Commission on December 18 for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fm
cc Frank Morgan
R. J. Barbee
I. D. Merchant
Parks Div.
Larry Bolton
Willard Scofield
Mr. Seibel (SLF)

VED
69
LING

NPPEN-PL-7
26-3334
7335

DEPARTMENT OF THE ARMY
PORTLAND DISTRICT, CORPS OF ENGINEERS
P. O. BOX 2946
PORTLAND, OREGON 97208

SHAW

14 August 1969

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Highway Building
Salem, Oregon 97310

Dear Mr. Cooper:

This is in response to your letter of 28 July 1969, addressed to Mr. Stewart of this office. The drawing accompanying your letter, showing the proposed layout of a timber bulkhead to protect the riverbank at Rooster Rock State Park on the Columbia River, has been reviewed by our Flood Control Section, which is involved in bank erosion problems and our Rivers and Harbors Section, which deals in problems relating to movement of sand in the river channel. Field inspection of the area was made by representatives of those sections on 7 August, accompanied by personnel from the State Parks and Recreation Division.

Experience has shown that a well-designed pile and timber bulkhead will provide excellent bank protection for the life of the timbers, without using as much space as a stone revetment, which must be sloped.

At present, the sand beach along the location of the proposed bulkhead consists of a relatively steep section, about 50 to 60 feet wide, adjacent to the near-vertical bank which is to be protected, and a relatively flat section extending from the water's edge landward to the steeper area. Inspection of the bank indicates that sand in the steeper part of the beach is augmented regularly under present conditions by material sloughing from the adjacent high bank. The outer part of the beach is relatively stabilized at the existing slope by the continuing wave action. Aerial photos taken at intervals since 1956 show that the shape of the lower portion of the beach has not changed significantly since that time.

Copy to Talbot
8-15-69

With any type of bank protection in place, and sloughing of the present high bank stopped, it is possible that the steeper portion of the beach will gradually scour to the flat slope of the outer beach. Also, immediately adjacent to the bulkhead, a narrow trench may scour because of minor current action against the smooth wall. While this scouring cannot be predicted definitely, it is suggested that the design of the bulkhead should be based on this possibility.

To prevent erosion at the ends of the protective bulkhead, it is suggested that the upstream end be angled well into the bank and downstream end be joined as smoothly as possible with the existing revetment. The use of an impervious membrane liner inside the bulkhead to hold the sand backfill is questionable. If the sand backfill became saturated during the annual freshet and the river dropped rapidly after the peak stage, the resulting hydrostatic pressure could damage the protective bulkhead. If the membrane were omitted, seepage through the wall would relieve the pressure.

I am pleased to be able to cooperate in this matter, and I shall be happy to provide, at your request, any further advice or technical assistance permitted by law and existing regulations.

Sincerely yours,

ROBERT L. BANGERT
Colonel, Corps of Engineers
District Engineer

RECEIVED
AUG 15 1969
OFFICE OF
STATE HIGHWAY ENGINEER

[illegible]

THE PORT OF PORTLAND
P. O. BOX 3529
PORTLAND, OREGON 97208

NOTE: It is understood that this instrument does not give any property rights either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to private property or invasion of private rights, or any infringement of federal, state or local laws or regulations, nor does it obviate the necessity of obtaining federal assent to the work authorized. IT MERELY EXPRESSES THE ASSENT OF THE PORT OF PORTLAND SO FAR AS CONCERNS THE PUBLIC RIGHT OF NAVIGATION.

PERMIT NO.: 69-14 DATE: August 12, 1969

TO: The Oregon State Highway Department
Highway Building
Salem, Oregon 97310

REFERRED TO
Admin
BY SECRETARY

Referring to written request to the Corps of Engineers, Portland, Oregon:

I have to inform you that by authority of The Port of Portland Commission, acting under the statutes of the State of Oregon, delegating to it control of navigation in the Willamette and Columbia rivers between its district and the sea, you are hereby authorized by the Commission to:

> construct a retaining wall in and adjacent to the Columbia River at river mile 129 at Rooster Rock State Park, as shown on Public Notice 69-74 issued by the Corps of Engineers;

subject to the same conditions as are stated in the Permit or Permits of the Corps of Engineers of the U. S. Army, issued to you and covering this work, except that in condition (g) stated in the Engineer's Permit, The Port of Portland shall be substituted for the United States.

This Permit shall become effective on the date the Corps of Engineers shall have issued a Permit.

THE PORT OF PORTLAND COMMISSION

By: George M. Baldwin
GEORGE M. BALDWIN, General Manager

AJH:mh

cc: District Engineer, Operations Division
Lofton L. Tatum
File

Copy to Talbot
8-15-69

RECEIVED
AUG 14 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 14 1969
OREGON
STATE HIGHWAY COMMISSION

Shaw

RECEIVED
SEP 2 - 1969

FOR FILE
26-3334
7335

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
August 13, 1969

To: THE FILE

SUBJECT: Rooster Rock State Park

On August 7, 1969, at 9:30 a.m., Art Burt and I met Mr. Brands and Mr. Dodge of the U.S. Corps of Engineers at the park to discuss methods of stopping bank erosion by the parking areas.

They recommended either retaining walls or heavy rip-rap.

The following points were suggested:

Possible three feet of scour below normal beach slope.

Thirty feet top elevation will be adequate after present flood control program is completed. (1972)

Rip-rap should be carried well below beach surface.

Base of wall should be protected by rip-rap or carried below scour line.

Due to cost, the Corps of Engineers would not use anchor rods at piling.

They anticipate deep sand with no problem of driving piling.

Do not place a water barrier on inside of wall - let water weep through planking.

John L. Bradfield
Parks Design Supervisor

JLB:bt

RECEIVED
JUL 30 1969
FOR FILING
26-3834

7335

July 28, 1969

District Engineer
U. S. Corps of Engineers
Post Office Box 2946
Portland, Oregon 97208

Attention Mr. Henry Stewart

Dear Sir:

The Oregon State Highway Division operates Rooster Rock State Park which is situated along the left bank of the Columbia River, 7½ miles easterly from Troutdale. The park's greatest attraction is its river frontage which is heavily used as a bathing beach during the summer season.

Erosion has always been a problem along the steep bank at the upper limit of the bathing beach. Wave action during high water seems to be the source of most of the trouble, although considerable change in contour of the river bottom fronting the park has been apparent from time to time.

Several years ago a layer of riprap was placed along the face of the bank. The following high water removed the rock from the bank and mixed it with the sand on the beach, to the discomfort of bathers.

It is now proposed that further action be taken toward stabilizing the bank and beach area. A tentative design incorporating piling, bulkheading, and sand backfill, has been suggested but we feel that such an arrangement may result in scouring a trench along the face of the bulkheading with damage to, or loss of, the beach.

If you are in a position to grant such favors, we would greatly appreciate any advice you might offer as to the best treatment to use to prevent further recession of the bank and at the same time retain a relatively flat, sloping beach. A plan and typical section of the suggested timber bulkhead treatment is attached for your information.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw
Attachment
bc Forrest Cooper
R. L. Porter
David G. Talbot

Shaw

✓

RECEIVED
SEP 8 - 1969
FOR FILING

**OREGON STATE
HIGHWAY DEPARTMENT**

26-3334

~~HIGHWAY BUILDING~~ • SALEM, OREGON • 97310 • Phone 364-2171

7335

July 22, 1969

U. S. Army
Corps of Engineers
District Engineers Office
2850 S. E. 82nd
Portland, Oregon

Gentlemen:

Re: Rooster Rock State Park

We request a permit to construct a retaining wall in the Columbia River as shown on the attached plans.

The State of Oregon owns the adjacent property. The work is not within any city.

Very truly yours,

WHG

Warren H. Gaskill
Assistant Parks Superintendent

WHG:JLB:bt

Enc.

29-3330 Nehalem Bay State Park Section 1969
N. of Tillamook
#7336

RECEIVED
OCT 12 1970
FOR FILING

29-3330

7336

October 9, 1970

Federal Insurance Company
Bonding Department
417 Norton Building
Seattle, Washington 98104

Gentlemen:

On October 6, 1970, we wrote to you concerning release of final payment of Contract No. 7336 awarded to Rose Bros. Construction, Inc., for park facilities in Nehalem Bay State Park in Tillamook County.

Final payment on this contract is $9,192.40 and the total contract amount is $142,173.64. No work was performed under force account.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Mead, Assistant Secretary

kl

cc Rose Bros. Construction, Inc.
339 Apple Blossom Avenue North
Salem, Oregon 97303

Curry-Kropp-Coton, Inc.
1390 Capitol Street, N. E.
Salem, Oregon 97303

bc R. D. Asburry
Frank Morgan
Ivan Merchant
V. E. Skoog
Attn: John Herr

RECEIVED
NOV 12 1970

29-3330
7336

October 8, 1970

Ross Bros. Construction, Inc.
359 Apple Blossom Avenue
Salem, Oregon 97303

Gentlemen:

The State Highway Commission at its meeting on September 30, 1970 considered your request that the specified completion date be advanced to June 26, 1970, (a 26-day extension) on Contract No. 7336 for work in Nehalem Bay State Park.

Careful consideration was given to the reasons you submitted. However, in light of the available facts and the provisions of the contract, the Commission granted you a 21-day extension of time without assessment of liquidated damages.

If there are pertinent facts which have not yet been considered, you should contact the Resident Engineer, the Division Engineer, or the Construction Engineer in the Salem office.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

dr

bc F. D. Morgan
Ivan Merchant
V. E. Skoog
R. D. Asburry
George Danforth

DAYTON PLUMBING & HEATING, INC.
[illegible] - TELEPHONE [illegible]
SALEM, OREGON

April 20, 1970

Ross Bros. Const.
360 Apple Blossom Ave. N.
Salem, Oregon

Re: Nehalem Bay State Park
Tillamook, Oregon

Attn: Mr. Richard O'Conner

Dear Sir:

As you know, we have ordered all of our fixtures for the above job through Plumbers Supply in Portland. I called their purchasing agent, Mr. Crouch, Friday, April 17th, and he indicated to me that because of this trucking strike there was a possibility our sloan flush valves would be held up on delivery.

I ordered these to be delivered to us April 16, 1970. As you can see, they are four days late now.

We will not have any problems if we can get them by April 30, 1970. However, if they're delivered any later, I will have to ask you for an extension of time on this project.

I will keep you informed as to our progress on this matter.

Sincerely,

DAYTON PLUMBING & HEATING, INC.

Jim M. Vickery

JMV/pb

RECEIVED
AUG 4 1970
BRIDGE DIVISION

BORLAND COASTAL ELECTRIC, INC.
411 BROADWAY ★ PHONE 738-6111
SEASIDE, OREGON 97138

June 2, 1970

Rems Bros. Construction, Inc.
359 Apple Blossom Ave.
Salem, Oregon 97303

Re: Park Facilities, Nehalem Bay State Park, Tillamook County, Oregon Contract #7336.

Gentlemen:

We are very sorry to inform you that we have a quanity of 20 indoor fixtures, for above project, held up or misplaced due to the recent truck strike which has resulted in our not being able to complete our contract. A tracer has been sent on this shipment and we are awaiting an answer. If it is not located immediately we will reorder. This means, however, at least 2 weeks more waiting. Due to these circumstances we would like an extension of time to complete our contract with you.

Very truly yours,

BORLAND COASTAL ELECTRIC, INC.

Donald B. Melton, Manager

ka:

RECEIVED
AUG 4 1970
BRIDGE DIVISION

RECEIVED
OCT 5 - 1970

FOR FILING

29-3330
7336

October 5, 1970

Oregon State Highway Commission

Gentlemen:

Work was completed June 26, 1970 on Contract No. 7336. The contract was with Ross Bros. Construction, Inc., and was for park facilities on the Nehalem Bay State Park Section in Tillamook County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective October 5, 1970, and that you concur in this procedure at the Commission meeting on November 24, 1970.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

R. L. Porter
State Highway Engineer

cc: Floyd Query
Tom Edwards
A. E. Johnson
Victor D. Wolfe
F. D. Morgan
I. D. Merchant
V. E. Skoog
L. H. Young
R. D. Asburry

VG:fw

RECEIVED
SEP 10 1970
FOR FILING
29-3330
7336

September 9, 1970

Oregon State Highway Commission

Request for Extension of Time
No. 7
September 29, 1970 meeting

Gentlemen:

Ross Brothers Construction, Inc., contractor for the construction of park facilities at Nehalem Bay State Park in Tillamook County, Contract 7336, has requested that the specified completion date of May 31, 1970, be advanced to June 26, 1970, the actual completion date, without assessment of liquidated damages. The contractor contends that the recent trucking strike delayed delivery of plumbing and electrical fixtures; and cable breaks and electrical outages of the local Public Utility District service lines delayed tests on the mechanical and electrical installations, all of which prevented him from completing the work on time.

Light fixtures and shower units, items delayed in delivery by the trucking industry strike, were delivered and installed on June 26, 1970, completing the contract with a 26-day overrun in time. Testing of electrical and mechanical installations was completed during the delay period when power was made available by the local Public Utility District. During the delay period, the contractor worked five days on items that should have been completed on or before the specified completion date.

I recommend that the contractor be granted a 21-day extension of time without assessment of liquidated damages and that he be assessed liquidated damages for five days. This amounts to an assessment of $500.

This matter will be on the agenda for your consideration at the September 29 meeting.

Very truly yours,

R. L. Porter
State Highway Engineer

cc: Floyd Query
Tom Edwards
A. E. Johnson
V. D. Wolfe
F. D. Morgan
Ivan Merchant
R. D. Asburry
V. E. Skoog

CAG:ew sr

$100 per day

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request FOR Extension of Time to Complete Contract

Investigation has been completed regarding the request (see reverse side) for an extension of time within which to complete the following project:

Contract No. 7336 Contractor Ross Bros. Construction, Inc.

Highway -----

Section Nehalem Bay State Park

Kind of Work Park buildings

It is recommended that such extension be granted as requested under the following terms and conditions:

Because of material delivery delays and power testing delays a 21 day extension is justified. This would make the completion date June 21 leaving 5 penalty days.

Recommended for Approval:

Asst. Regional Engr. ~~Division Engineer~~

~~Construction Engineer~~ Bridge Engineer

A E Johnson

~~Assistant~~ State Highway Engineer

Contract No.	7336
Project designation (State—Federal)	State
Date awarded	December 23, 1969
Work started	January 7, 1970
Per cent completed (Date)	100% June 26, 1970
Specified completion date	May 31, 1970
Previously extended to	None
Extension requested to	June 26, 1970

Form E-320—3M—7-55

OREGON STATE HIGHWAY COMMISSION

Contractors Request for Extension of Time to Complete Construction Contract

Oregon State Highway Commission,
Salem, Oregon.

Date July 6, 1970

Gentlemen:

We, the undersigned, respectfully request an extension of 26 days time, from May 31, 1970, to June 26, 1970, within which to complete our Contract No. 7336 described as follows:

Park Facilities
Nehalem Bay State Park
Tillamook County, Oregon

RECEIVED
AUG 4 1970
BRIDGE DIVISION

The above request is based upon the following reasons:

1. Delay in delivery of shower units and plumbing fixtures due to truck strikes (See Attached Letter).
2. Delay in delivery of electrical fixtures due to truck strike (See Attached Letter).
3. Cable breaks and power outages in Tillamook PUD's service lines, delayed electrical tests on mechanical equipment and electric installation. Finally, with portable generators and temporary service connections, the tests were completed.

Respectfully submitted,

ROSS BROS. CONSTRUCTION, INC.
Contractor

By R. K. Ross
President

CONSENT OF SURETY

Date July 6, 1970

We, FEDERAL INSURANCE COMPANY, as surety on the bond guaranteeing the completion of the contract above named and listed, hereby join in and consent to said request for extension of time, and hereby agree to remain fully bound as surety in all respects as if the latest extended date hereinabove stated had been stipulated in the original agreement.

Paige S Tongue
Paige S. Tongue, Attorney-in-fact

CURRY - KROPP - CATES, INC. (SEAL)

Paige S Tongue
Resident Agent

State Printing 87499

29-3330
7336

FORM E-1 (REV 12-66)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Nehalem Bay State Park

WEEK ENDING: June 26, 1970

SECTION PREFIX: 29-3330

HIGHWAY: Off Oregon Coast

COUNTY: Tillamook

NAME OF JOB: Nehalem Bay State Park

KIND OF WORK: Park Facilities

CONTRACTOR: Ross Bros. Construction Co.

CONTRACT NUMBER: 7336

FEDERAL AID PROJECT NUMBER: (State)

DATE OF CONTRACT: December 23, 1969

DATE WORK STARTED: January 7, 1970

ESTIMATED COMPLETION DATE: June 26, 1970

AVERAGE FORCE ON PROJECT FOR THE WEEK:

MEN:

SUPERVISION:

SPECIFIED WORK DAYS

WORK DAYS USED

SPECIFIED CALENDAR DAYS

CALENDAR DAYS USED

SPECIFIED COMPLETION DATE: May 31, 1970

PERCENT OF TIME ELAPSED: 117

PROJECT AUTHORIZATION: $162,361.75

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

EXCLUSIVE OF ENGINEERING: $149,487.25

ENGINEERING AUTHORIZATION: $12,874.50

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $149,487.25

ENGINEERING COST TO DATE: $10,949.80

DATE PROJECT WAS COMPLETED: June 26, 1970

ESTIMATED PERCENT: OVERRUN UNDERRUN 0 %

PERCENT OF AUTHORIZATION: 85 %

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

None

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	Fair			
MONDAY	Fair			
TUESDAY	Fair			
WEDNESDAY	Fair			
THURSDAY	Fair			
FRIDAY	O'cast			BEN GIFFORD
SATURDAY				

RECEIVED
JUN 29 1970
CONSTRUCTION
DIVISION

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	No work
MONDAY	The plumber continued work in the N. utility building. He appears to a have all leaks stopped and has insulated the hot water tank. The contractor's man came to touch up some apint and celan the buildings again.
TUESDAY	The plumber plumber insulated the wwater tank in the S. utility building, and did several other touch-up jobs. Meantime, the water heaters were fired up and tested for temperature and pressure by which it was found the relief valves are working properly. I found, however, that the hot water heater controls were hooked into a light circuit, and the plumber was informed that a separate circuit was required.
WEDNESDAY	No work was done today, though I had been told by phone that all the electrical work waould be done today.
THURSDAY	Plumbers returned today and tagged all valves and left the manufacturers data properly bound as per specs.
FRIDAY	The electricians completed all electrical work including the replacement of temporary fixtures by permanent fixtures. However, there was no power with which to test the fixutes; This completes the contract work except for a final test of the last electrical work, which should not have changed except for the change in circuits.
SATURDAY	

REMARKS

The plumbers stopped all leaks, insulated the hot water tanks, tagged all valves, and left the manufacturers data. The tileman replaced the broken tile, and electricians compelted all electrical work including the replacement of temporary fixtures with permanent fixtures.

This completes the work on the contract in all details as far as I can determine.

SIGNED George Danforth LOCATION Tillamook

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

RECEIVED
JUN 22 1970
FOR FILING

SAHLSTROM & STARR
ATTORNEYS AT LAW
140 SOUTH PARK
EUGENE, OREGON 97401

E. B. SAHLSTROM
J. MICHAEL STARR
~~DAVID A. VINSON~~
LAWRENCE F. COOLEY

TELEPHONE
345-0193

29-3330
7336

June 9, 1970

#7336
#7313 & #7315

Oregon State Highway Commission
Highway Building
Salem, Oregon

ATTENTION: Floyd Query, Secretary

Re: Ed Sherwood - Ross Bros. Construction, Inc.

Dear Mr. Query:

Obviously, from the accounting which is contained in our letter to attorney Michael O. Whitty, it is clear that no sums are owed whatsoever by our client, Ross Bros. Construction, Inc., to this subcontractor. As you can see from the accounting, this subcontractor is, in fact, indebted to our client in the sum of $311.82.

We deny the allegations made in the Affidavit filed with you by Ed Sherwood in their entirety.

Very truly yours,

SAHLSTROM & STARR

E. B. Sahlstrom

EBS:mjr
Enc.

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

RECEIVED
JUN 10 1970
OREGON
STATE HIGHWAY COMMISSION

SAHLSTROM & STARR
ATTORNEYS AT LAW
140 SOUTH PARK
EUGENE, OREGON 97401

E. B. SAHLSTROM
J. MICHAEL STARR
DAVID A. VINSON
LAWRENCE F. COOLEY

TELEPHONE
345-0193

June 8, 1970

Michael O. Whitty
Seaman & Whitty
Attorneys at Law
P. O. Box 295
Coos Bay, Oregon 97420

Re: Ed Sherwood - Ross Bros. Construction, Inc.
Contracts #7313, #7315 and 7336

Dear Mr. Whitty:

According to our computation, your client owes Ross Bros. Construction, Inc., the sum of $311.82 on the above contracts. We compute this as follows:

Contract #7336:

Your client subcontracted for the painting work for $2,489.00 but failed to do the work. Our client was required to pay $3,635.00 to have the work completed, and thus is entitled to recover the sum of $1,146.00 from your client.

Contracts #7313 and 7315:

Our client owes your client $834.18 on these contracts.

We hereby demand that your client pay the sum of $311.82 to Ross Bros. Construction, Inc., within ten (10) days of this date.

Very truly yours,

SAHLSTROM & STARR

E. B. Sahlstrom

EBS:mjr

cc/ Oregon State Highway Division
Salem, Oregon

RECEIVED
JUN 10 1970
OREGON
STATE HIGHWAY COMMISSION

C

RECEIVED
JUN 1 - 1970

4518

OREGON STATE HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

29-3330
7336

May 27, 1970

Seaman & Whitty
Attorneys at Law
P. O. Box 295
Coos Bay, Oregon 97420

Attention: Michael O. Whitty

Gentlemen:

This is to acknowledge receipt of your letter of May 15 and attached Affidavit of your client, Mr. Ed Sherwood, stating that Ross Bros. Construction, Inc., owes him for labor and material in the amount of $3,323.18. This appears to be in connection with the following Ross Bros. Construction, Inc., contracts:

> Contract No. 7313 for a utility building in the Humbug Mountain State Park in Curry County.
>
> Contract No. 7315 for a toilet building in the South Newport State Park in Lincoln County.
>
> Contract No. 7336 for park facilities in the Nehalem Bay State Park in Tillamook County.

The Federal Insurance Company through Curry-Kropp-Cates, Inc., 1390 Capitol Street, N., Salem, furnished the performance bond on each of these contracts. We will advise them of the receipt of your letter and Mr. Sherwood's affidavit and we will also forward them to the Secretary of State for filing.

NOTED ON CARD
6-1-70 aj

Please notify us when your client's claim has been paid.

Very truly yours

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc Federal Insurance Co.
Curry-Kropp-Cates, Inc.
Ross Bros. Construction, Inc.
bc Commission
Secretary of State - Please acknowledge receipt of this claim on the enclosed copy of this letter.

RECEIVED
MAY 29 1970
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 20 1970
FOR FILING

29-3330

7336

May 20, 1970

Seaman & Whitty
Attorneys at Law
P. O. Box 295
Coos Bay, Oregon 97420

Attention: Michael O. Whitty

Gentlemen:

Attached is a certified copy of Contract No. 7336 awarded to Ross Bros. Construction, Inc., for work in Nehalem Bay State Park.

The general provisions are the same for all three contracts that you mentioned - 7313, 7315, and 7336; and the bonding company is the same for all of them. The work to be performed, of course, would differ with each contract.

As we had an extra copy of this contract, no charge is made for it. However, if it is necessary to reproduce a contract we do charge ten cents per sheet.

Following our normal procedure, we will use the affidavit attached to your letter and signed by Mr. Sherwood as a notice of claim against these contracts. We will advise the surety and the contractor of the receipt of the claim and file it with the Secretary of State.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:cr
Attachment

bc: C. W. Head

SEAMAN & WHITTY
ATTORNEYS AT LAW
210 FITZPATRICK BUILDING MAIL: P. O. BOX 295
COOS BAY, OREGON 97420

WESLEY A. SEAMAN
MICHAEL O. WHITTY

TELEPHONE 503/267-3136

May 15, 1970

Routing
Morgen
Decker
Bond
Walker
Boehme
Johnson
Pease
Swan
Glenn
Litchfield
Gallagher
Stein

RECEIVED
MAY 20 1970
CONSTRUCTION
DIVISION

Construction Engineer
State Highway Building
Salem, Oregon 97310

Dear Sir:

I represent Ed Sherwood who's Affidavit is enclosed. I request that you supply me with a certified copy of State Highway Contracts Nos. 7336, 7315 and 7313, and also a copy of the Bonds on those Contracts.

These three Contracts concern the construction of buildings for park facilities. If the terms of the Contracts are in essence identical with the exception of the description of the particular job to be performed, you need send only one copy of Contract of No. 7336 and the Bond for that Contract. If, however, the terms of the Contracts are different or the surety on the Bonds is different, I will need copies of each Contract.

Very truly yours,

SEAMAN & WHITTY

Michael O. Whitty

Michael O. Whitty

MOW/d
Enc.

Carol –
please prepare a copy
of Contract 7336
76

STATE OF OREGON)
) ss.
County of Coos)

AFFIDAVIT

I, ED SHERWOOD, being first duly sworn, depose and say: That I have subcontracted with Ross Brothers Construction Inc. to perform painting and supply the materials therefore under State Highway Contracts Nos. 7315, 7313 and 7336. I have supplied the labor and material for the prosecution of the work as described in the Contracts. There is due and owing me on these Contracts a total sum of $3,323.18.

Ed Sherwood
Ed Sherwood

Subscribed and sworn to before me this 18th day of May, 1970.

Michael O. Whitty
Notary Public for Oregon
My Commission Expires: June 26, 1973.

(Notarial Seal)

RECEIVED
JAN 26 1970
FOR FILING

29-3330

7336

January 26, 1970

Ross Bros. Construction, Inc.
359 Apple Blossom Avenue, N.
Salem, Oregon 97303

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract No. 7336 for park facilities
> in the Nehalem Bay State Park in
> Tillamook County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cr

Enclosure

cc: Federal Insurance Company
Curry-Gregg-Cates, Inc.
F. D. Morgan
D. J. Barbee
I. D. Merchant
David Talbot
R. D. Asburry
George Danforth

RECEIVED
DEC 5 - 1969
FOR FILING

29-3330
7336

January 2, 1970

Ross Bros. Construction, Inc.
359 Apple Blossom Ave., N.
Salem, Oregon 97303

Gentlemen:

Enclosed are three copies of Contract No. 7336 for $143,050 awarded to you by the State Highway Commission on December 23, 1969. This contract is for park facilities in the Nehalem Bay State Park in Tillamook County.

Two of these copies should be signed on the contract and bond pages and returned to this office for completion. Please follow exactly the instructions given on the blue slip attached to the contract.

The third copy of the contract stamped "Advance Copy to be Retained by Contractor" is furnished for your information pending receipt of a fully executed copy.

The completion date on this contract is May 31, 1970.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cr
Enclosures

bc: F. D. Morgan
D. J. Barbee
I. D. Merchant
William Geibel (SAIF)
David Talbot
R. D. Asburry
George Danforth

RECEIVED
DEC 29 1969

FOR FILING

29-3330
7336

December 23, 1969

[illegible] Bros. Construction, Inc.
339 Apple Blossom Avenue, N.
Salem, Oregon 97303

Gentlemen:

The State Highway Commission today awarded to you State Highway Contract No. 7336 for work in Nehalem Bay State Park in Tillamook County.

This award was based on your bid of $143,030 which was the low bid submitted to the Commission on December 12 for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fhw
cc Frank Morgan
D. J. Barbee
I. E. Marchant
Parks Div.
R. D. Asbury
Geo. Danforth
Wm. Geibel (LLIF)

I-80N-6(42) La Grande Section, of the 1970
256 Old Oregon Trail (Grad., pav.,
#7337 struct. & sign.) Folder #2

Rp. 30248
LCA 3739

L.C.A. 3407
L.C.A. 3397
L.C.A. 3807
L.C.A. 3894
L.C.A. 3975
R.L. 617

#7337

8

August 29, 1978

Mr. Leslie B. Hampton
Assistant Chief Trial Counsel
100 State Office Building
Salem, OR   97310

Dear Les:

Gordon Ball, Inc. v. State of Oregon
La Grande Bypass Section (L-7166)

With reference to your August 25 letter, I concur in not appealing this case.

Sincerely,

H. S. Coulter
State Highway Engineer

JLS:ia

bc C. T. Kessey
J. L. Sollis
John Bond

JAMES A. REDDEN
ATTORNEY GENERAL

DEPARTMENT OF JUSTICE
TRIAL DIVISION
100 State Office Building
Salem, Oregon 97310
Telephone: (503) 378-6313

August 25, 1978

RECEIVED
STATE HWY ENGR
AUG 28 '78
REFER TO
Solles
FOR

Info	Inves	R/D	D/R	Sign	Act	File
		✓				

8-28-78
cy Keasey

H. S. Coulter
Highway Engineer
130 Transportation Bldg.
Salem, Oregon 97310

Re: Gordan Ball, Inc. v. State of Oregon
LaGrande Bypass Section (L-7166)

Dear Mr. Coulter:

As you know, the above mentioned case was tried in the Circuit Court for Multnomah County. Gordan Ball had two claims, one for $76,000 for the return of alleged excessive railroad protective costs and two for the return of $51,000 withheld for liquidated damages. In February of this year, Judge Henry Kaye granted the State Summary Judgment on Ball's first cause of suit for $1,000,000. That cause was based on an allegation that the State was in a superior position to anticipate that Ball would have trouble obtaining conditional use permits to use its material sites.

At the trial Judge Kaye denied recovery on the excess railroad protective cost claims but awarded judgment to Ball for the return of $51,000 in liquidated damages. This ruling was on the premises that; (1) that under the evidence, the State's liquidated damages clause was a penalty, and (2) that the State should have granted additional extensions of time to the contractor under the provisions providing for extensions for causes beyond the control of the contractor.

I have been studying the file and the possiblity of appealing the Court's ruling.

On the merits we have little more than a 50-50 chance of prevailing on an appeal. The recent cases on the penalty-liquidated damages question are conflicting and seem to turn on the facts of the particular case. There is a substantial danger that the Court of Appeals would sustain the trial court on this ground. Our chances on Judge Kaye's second ground are better. The contract provision provided that the decision of the Highway Engineer on time extensions is final. There are exceptions in the cases but the Court of Appeals should support our contract and the decision of the Engineer in this instance.

If we do appeal we invite a cross-appeal by Gordan Ball. In my opinion there is a substantial chance that the Court of Appeals would grant a new trial on the railroad protective costs issue. More importantly the Gordon Ball Company still has the right to appeal from the Summary Judgment. Although the Summary Judgment was entered in March of 1978 it was not a Final Judgment for the purposes of appeal. Ball's appeal rights on the Summary Judgment started to run from the entry of the last and Final Judgment entered August 8, 1978. One of the law clerks researched this specific point for me and there is no question but that Gordan Ball could appeal from the dismissal of its million dollar claim.

In conclusion I recommend that we do not appeal this case. If we do Gordan Ball would have little to loose by cross-appealing the railroad protective costs and its first cause of suit. The Court of Appeals would not rule on the merits of that cause of suit and it is flimsy. However, if the Court of Appeals found one material fact to be decided by the jury it would remand plaintiff's first cause of suit for trial. In that event we would probably prevail after spending the better part of $50,000 for defense. There is too much risk to make this appeal advisable.

Sincerely,

Les Hampton

Leslie B. Hampton
Assistant Chief Trial Counsel

dlw

cc: Walter Barrie
Jack Sollis
John Bond

#7337

7-18-78

J

NOTED
H. S. COULTER

PRELIMINARY
REPORT OF TRIAL OF CASES OTHER THAN CONDEMNATION

File: L- 7166

Case No.: 418-264

To be submitted to Commission: July 18, 1978 Approved by Commission:

Name of Case: GORDON H. BALL v. STATE OF OREGON County: Multnomah

Cause of Action: Breach of Contract.

Demands of Plaintiff: $127,000.00

Date(s) of Trial: May 15, 16, 17, 18, and 19 Judge: Henry M. Kaye

Attorney for State: Leslie B. Hampton-Donald J. Howe

Attorney for Plaintiff: David Ashbaugh-Jeffrey Chism

Verdict or Judgment: See Below Interest: See Below

Attorney Fees: None Court Costs: Undetermined

REMARKS This case evolved from the contract whereby Gordon H. Ball, Inc. constructed the La Grande By-Pass. As previously reported we successfully obtain summary Judgment against Ball's $1,000,000.00 general damage claim. This trial involved Ball;s claims that, (1) The state wrongfully withheld $51,000.00 in liquidated damages for delay and (2) That Ball;s share of railroad protective costs are excessive by $76,000.00.

We are optomistic after trial that we obtain a successful result and that the court will require Union Pacific to pay any amount of railroad protection costs held to be excessive.

The court took the case under advisement. Written memoranda on the facts and on pertinent legal questions are to be submitted by June 15, 1978.

SUPPLEMENT TO REPORT:

The trial judge announced his ruling. He ruled that the contractor was entitled to extentions of time under the contract for:

(1) Its inability to timely obtain zoning approval for use of the material sites. Although the delay was without fault of the state it was also beyond the control of the contractor.

(2) The highway could have been opened 25 days earlier which would have terminated time charges.

(3) The extra quantities of A.C. pavement and topsoil added to the contract entitled the contractor to an additional time extension.

The court ordered the state to return the $51,000 withheld with interest.

The court ruled for the state on the $76,000 claimed excess railroad protection costs and dismissed that claim.

Leslie B Hampton
Signed

RECEIVED
STATE HWY ENGR
JUL 17 '78
REFER TO

cc File

~~L. B. Hampton~~
~~W. H. Haskin~~

PRELIMINARY
REPORT OF TRIAL OF CASES OTHER THAN CONDEMNATION

File: L- 7166

Case No.: 418-264

To be submitted to Commission: July 18, 1978 Approved by Commission:

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Attorney for State: Leslie B. Hampton-Donald J. Howe

Attorney for Plaintiff: David Ashbaugh-Jeffrey Chism

Verdict or Judgment: See Below Interest: See Below

Attorney Fees: None Court Costs: Undetermined

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Leslie B Hampton
Signed

RECEIVED
STATE HWY ENGR
JUL 17 '78
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

cc File

~~L. B. Hampton~~
~~H. H. Haskin~~
Adele Egan
H.S. Coulter
E.S. Hunter
Walter Hart
Carroll Keasey

cy Earl Shirley
C.O. Fredrickson
W.E. Swartz
Dale Allen
/ F.Y.I. -

7337

March 7, 1978

The Honorable James A. Redden
Attorney General
100 State Office Building
Salem, OR 97310

Dear Mr. Redden:

We are pleased to learn that a Summary Judgment in favor of the State has been handed down on a portion of the Gordon Ball lawsuit. This case arose under our Contract No. 7166, 7337 and we understand there has been only one case in the country on a similar problem.

We are very appreciative of the diligent work that Mr. Don Hove in your Trial Division has done to bring this successful result on a million dollar claim.

Sincerely,

H. S. Coulter
State Highway Engineer

HSC/JAB:hc

bc W. E. Schwartz
C. T. Kessey

17337

2-21-78

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

RECEIVED

ATTORNEY GENERAL
SALEM, OREGON

GORDON H. BALL, INC.,
Plaintiff,
vs.
STATE OF OREGON, by and through the Division of Transportation, Highway Division,
Defendant and Third-Party Plaintiff,
vs.
OREGON-WASHINGTON RAILROAD AND NAVIGATION COMPANY, an Oregon corporation, and UNION PACIFIC RAILROAD COMPANY, a Utah corporation,
Third-Party Defendants.

MEMORANDUM OPINION

No. 418-264

Defendant, State of Oregon, Division of Transportation, Highway Division, (hereafter referred to as defendant) has moved for summary judgment on plaintiff's first cause of suit for the reason that there is no genuine issue as to any material fact (ORS 18.105). (Emphasis added).

Plaintiff's first cause of suit alleges in substance that prior to submitting it's bid for the LaGrande highway construction project, plaintiff made a complete site investigation and determined that the most economical and efficient borrow pit for embankment material would be located upon the McCall property;

That plaintiff and defendant did not anticipate any difficulty would be experienced with the Union County Planning Commission in obtaining an approval for the use of the McCall property for the borrow pit. That the State of Oregon, through it's various agencies and departments, was in a position for superior to that of the plaintiff to know of and appreciate potential difficulties in obtaining such zoning approval;

That plaintiff made inquiry in the community and found nothing which would lead a reasonably prudent contractor to foresee a denial of a zoning application based upon ecological or esthetic factors.

The "heart" of plaintiff's first cause of suit is the allegation of defendant's superior position to that of plaintiff to know the difficulties involved in obtaining approval of the zoning application.

Before proceeding to review the evidence it is important to understand the law applicable to the granting of summary judgment.

Counsel for plaintiff and defendant acknowledged in oral argument that Oregon's summary judgment statute was similar to Rule 56 (C) of the Federal Rules of Civil Procedure, 28 U.S.C.A., and the Federal cases interpretating the Federal Rule were persuasive in interpretating ORS 18.105.

A summary judgment is proper if the pleadings, admissions on file and affidavits, if any, show there is no genuine issue as to any material fact, and that the moving party is entitled to a judgment as a matter of law. Page v. Work, 290 F2nd 323 (334); Riedel v. Atlas Van Lines, Inc., 272 F2nd, 901 (905); Berry v.

Atlantic Cost Line Railroad, 274 F2nd 572 (581).

The fact in dispute must be material in nature, and not trivial or insignificant in the outcome of the case. (Emphasis added).. Kiess v. Eason, 442 F2nd 712; Riedel v. Atlas Van Lines, Inc., supra.

Summary judgment procedure is appropriate in cases involving public contracts. United States v. Mt. Vernon Mill Co., 185 F2nd 897.

What is a material fact? Materiality "looks" to the relation between the propositions for which the evidence is offered and the issues in the case." McCormick, Evidence (2nd Ed 1972) 434 §185. "If the evidence is offered to prove a proposition which is not a matter in issue, the evidence is immaterial". McCormick, supra..

Where on the basis of the materials presented by affidavits the moving party would be entitled to judgment unless contradicted, it rests upon the opposing party at least to specify some evidence to show that each contradiction is possible. The burden of coming forward with specific controverting facts shift to the opponent. It is his duty (opponent to motion) to expose the existence of a genuine issue which will prevent the trial from being a useless formality. Doff v. Brunswick Corporation, 372 F2nd 801 (805); Warren v. Lawler, 343 F2nd 351; Berry v. Atlantic Coast Line Railroad, supra, (582). ORS 18.105(4).

On January 16, 1970, plaintiff entered into a highway construction contract with defendant to construct the LaGrande, Union County, Oregon, by-pass. Plaintiff was obligated to provide all embankment materials from sources of his own choice and to perform all necessary developmental and operating work.

Prior to the contract date (1/16/70) material source sites were investigated, and at least four sites were acquired. The McCall property was deemed the most desirable from the estimated cost standpoint. The Hill property was considered next in importance.

Mr. Thomas Gooding, an attorney in LaGrande, was retained by plaintiff to draft agreements and deeds to the site properties; to arrange for any necessary zoning changes, and to apply to the Union County Planning Commission for conditional use permits for the acquired sites.

A Union County real estate person was engaged by plaintiff in connection with investigating and securing material source sites, and to work with the local attorney in presenting the applications to the Planning Commission.

This opinion could be extended to unreasonable and unnecessary length for the Court to review here all the documents and affidavits submitted by defendant in support of it's motion. Suffice to say, the Court has read and considered the documents submitted. At a trial upon the merits, if the only evidence submitted was what is now before the Court, defendant would be entitled to a directed verdict.

Plaintiff's primary argument in opposition to the motion is that plaintiff is a California corporation; that California is not, or at the time involved in this matter, was not strongly involved with or concerned with the ecology atmosphere and attitude as the State of Oregon. That the atmosphere in Oregon is imputed to Oregon State agencies.

This argument is answered by the fact that plaintiff engaged the services of an experienced attorney and real estate man in Union County to represent it in acquiring material source sites and presenting the matters to the Planning Commission. It is a fair and reasonable inference that these agents would be aware of the ecology attitudes of the people in Union County.

Assuming for argument that the defendant had "superior" knowledge of the potential difficulties in obtaining zoning approval" there is not a scintilla of evidence to show that defendant asserted in any manner whatsoever this knowledge to hinder plaintiff. Plaintiff has not alleged any interference or misconduct by defendant's representatives in appearance before the Planning Commission or otherwise.

An examination of the minutes of the meeting of February 25, 1970, of the Union County Planning Commission, is important to show the opposition and reasons therefore to the approval of the use permit for the McCall property. Exhibit 3 of defendant's motion.

The minutes of the meeting of March 9, 1970, indicate that Mr. Gooding, attorney for plaintiff before the Planning Commission, withdrew the application for the McCall property because he believed there were too many obstacles to overcome in excavating this property. The Planning Commission was requested to then consider the

Hill property as the main site for excavation.

At the February 25, 1970 meeting, applications were made for conditional use of other properties.

The applications for the Green and Wright properties were approved at the March 9, 1970 meeting.

A close reading of Mr. Gooding's affidavit rebuts plaintiff's own argument. The "opposition and problems" with respect to the McCall property caused the attorney to withdraw the McCall application. The "problems" are not specified in the affidavit.

Plaintiff contends it has not had sufficient time to obtain and submit rebuttal evidence. Plaintiff at no time, up to and including oral argument on the motion, requested additional time. Plaintiff's memorandum cites ORS 18.105 (5) as authority to continue the matter, but no request for continuance was made.

Plaintiff argues further that "detailed testimony from sociologists, political historians and other such experts would be needed to show a complete picture of the environmental revolution which is so necessary to making a full determination in this case". (See plaintiff's memorandum in opposition to motion for summary judgment, page 11, line 25).

Would such evidence be material and revelant? Assuming such evidence would be admissible, plaintiff has not submitted evidence to support it's contention. See ORS 18.105 (4). Plaintiff must come forward with some credible evidence to establish the existence of a material controversy. (See cases previously cited).

Defendant's limited motion for summary judgment is allowed.

Mr. Howe should submit an appropriate order.

Both counsel are reminded again of the trial date of this case, March 20, 1978. The original complaint was filed more than three years ago. "Justice delayed, is justice denied."

Dated this 21st day of February, 1978.

Senior Judge

7337 8

AFFIDAVIT

STATE OF OREGON)
) ss.
County of Marion)

I, H. S. COULTER, being first duly sworn, depose and say:

My name is H. S. Coulter. I live at 4194 Duane Drive, South, Salem, Oregon. I have worked for the State of Oregon Highway Division for 29 1/2 years in an engineering capacity. I was the Region Engineer of Region 5, which includes Union County, on State of Oregon Highway Contract No. 7337 with Gordon H. Ball, Inc. for a period of approximately two years after the contract was let. As Region Engineer, it was one of my responsibilities to see to it that this contract was carried out in accordance with the plans, special provisions and standard specifications.

The contract provided for two prospective sources of material which might warrant investigation and consideration by the contractor. These sources were located on the northerly end of the project.

Prior to the opening of bid proposals on this project, I never advised any representative of Gordon H. Ball, Inc. as to the suitability or availability of any material source which might be used in the performance of the contract other than the prospective sources set forth in the contract.

Prior to their submission to the Union County Planning Commission, I never discussed with representatives of Gordon H. Ball, Inc. their applications for conditional use permits for material sources to be used in performance of the contract.

I never made any attempt to influence or persuade any member or members of the Union County Planning Commission to either approve or disapprove any application by Gordon H. Ball, Inc. to obtain conditional use permits on any material sites for the contractor of the La Grande Bypass Contract No. 7337.

I had no information or background which gave me any knowledge which would enable me to predict how the Union County Planning Commission would act on any of the Gordon H. Ball applications for conditional use permits.

The primary sources for the embankment material used in the contract were the Walter Sweet property and the Leo Waite property. Both of these sources are located on hillsides at elevations above the Grande Ronde valley floor. At the time the contract was entered into, I did not anticipate that they would use the Walter Sweet or Leo Waite property.

H. S. COULTER

SUBSCRIBED AND SWORN to before me this 23 day of December, 1977.

Notary Public for Oregon
My Commission expires: 12-18-80

4-28-76

#7337. 6-15-76

Not much stirring on this. Don Howe is doing some legal research as time permits but until they start taking depositions, etc., it will be pretty much at a standstill.

B.U. again —

NOTED
H. S. COULTER

Kersey

Discussed w/Les Hampton 9-28-76

Now being argued — been kicked out twice and now back again. Les thinks it will be kicked out again, which will put us in good position to negotiate a final settlement.

cy Swartz. — [illegible] Schwartz 9/28/76 jw

STATE OF OREGON **INTER-OFFICE MEMO**

Highway Division

DATE: May 21, 1976

TO: Leslie B. Hampton
Assistant Chief Trial Counsel

NOTED
E. S. HUNTER

FROM: H. S. Coulter
Assistant State Highway Engineer

SUBJECT: Gordon H. Ball, Inc. v. State of Oregon
Case No. 418264 (L-7166)

Sorry to hear about the complications with the Gordon Ball case. We will be glad to work with you in attempting to plan the proper defense for the State.

HSC:ia

cc✓E. S. Hunter -- Please follow up. Note
C. T. Keasey
W. E. Schwartz
C. O. Fredrickson
Jim Chidsey

RECEIV
MAY 21 1976

81-125-1387

LEE JOHNSON
ATTORNEY GENERAL

JAMES W. DURHAM
DEPUTY ATTORNEY GENERAL

DEPARTMENT OF JUSTICE
TRIAL DIVISION
106 STATE OFFICE BUILDING
SALEM, OREGON 97310
TELEPHONE: (503) 378-6313

REFER TO
ES Hunter
By Asst. State Hwy. Engr.

May 20, 1976

Mr. H. S. Coulter
Highway Engineer
129 Highway Building
Salem, Oregon 97310

Re: Gordon H. Ball, Inc. v. State of Oregon
Case No. 418264 (L-7166)

Dear Mr. Coulter

As you know, Gordon Ball sued us for damages that they claim grew out of their contract to construct the La Grande bypass. One of their claims is that the actions of the Union County Planning Commission prevented them from using the original material source that they contemplated, and that they were substantially delayed and damaged by the necessity of using a second site. They base this claim on an alleged "mutual mistake".

The complaint did not set out the amount of damages claimed. The court granted our motion to make more definite and certain to require them to specify the amount. The plaintiff has now filed amended complaint alleging the damages to be $1,000,000. Defendants also claim additional damages of $99,000 for alleged excess railroad protective costs and the alleged wrongful withholding of liquidated damages.

Apparently, they have decided to convert this case into a major delay and impact production. The defense of the impact claim will undoubtedly require a great deal more effort by all concerned than we originally anticipated. It will probably involve analyzing their entire operation and production records to defend against the damages.

RECEIVED
[illegible]
Office of
Assistant State Highway Engineer

We still have legal maneuvering to do on the pleadings and a possible Motion for Summary Judgment against one or more of the claims. In the meantime, we will want to plan our defense in more detail and start sorting out the files and records. Don Howe has been working with me on this case.

Sincerely

Lee Hampton

Leslie B. Hampton
Assistant Chief Trial Counsel

dlc
cc: Al Harwood
W. E. Schwartz
C. O. Fredrickson
Fred Hildebrandt
Jim Chidsey

7337 7-28-76 p

U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWA

LETTER OF APPROVAL AND/OR AUTHORIZATION

STATE PROJECT NO.: I80N-6(42)256

COUNTY NAME: La Grande Section Union

PROGRAM NO.:

ITEM NO.: I-594

PROGRAM STAGE (Check) ☐ 1. ☐ 2.

FROM: G. L. Green, Division Administrator
Salem, Oregon

TO:

7337

Mr. H. Scott Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

RECEIVED
STATE HWY ENGR
AUG 2 '76
REFER TO [illegible]
FOR
Info Inves R/D D/R Sign File

DATE PS&E APPROVED	DATE AUTHORIZATION EFFECTIVE	FEDERAL ROUTE NUMBER / STATE ROUTE NUMBER
11-25-69	5-1-75	Interstate 80N Primary Route 6

GENERAL LOCATION:

GENERAL DESCRIPTION OF WORK:

See below

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

PRELIMINARY ENGINEERING TO DETERMINE
☐ LOCATION ONLY
PRELIMINARY ENGINEERING FOR SURVEY AND PLAN
☐ PREPARATION
☒ OTHER *(Specify)* Contract Claim Litigation Costs

☐ ACQUISITION OF RIGHT-OF-WAY
CONSTRUCTION - ADVERTISE FOR RECEIPT
☐ OF BIDS
☐ CONSTRUCTION - PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

REMARKS

As requested in Mr. Keasey's letter of 7-7-76 and based on the data submitted, you are authorized to establish an account for litigation costs effective 5-1-75.

DATE: 7-28-76

SIGNATURE OF APPROVING OFFICIAL: Valach

TITLE: for Division Administrator

FORM PR-1240 (REV. 9-70) EXISTING STOCKS OF FORM PR-1240 (REV. 6-68) WILL BE USED

7337 15

STATE COPY [illegible]

cc: OSHD (H S Coulter)
Wash DC (HNO-32)

U.S. D[illegible]RTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

FINAL ACCEPTANCE REPORT

3-26-76

REGION NO. 10	REPORT NO. 1	COUNTY Union	DIVISION Oregon
DATE OF REPORT 3/26/76	REPORT MADE BY R. A. Nichols, Area Engr		PROJECT NO. 42 I-80N-6(32)256
COMPLETION DATE n/a	ACCEPTANCE DATE BY CONTRACT AGENCY 3/7/73	TIME ELAPSED n/a %	CONTRACT TIME n/a
APPROVED EXTENSIONS n/a	LOCATION Project began at Sta 35+48 about 0.9 miles NW of the West city limits of LaGrande. From this it proceeds SE about 6.32 miles to Sta EB 369+ which is located about 0.8 miles S of the junction of the Old Oregon Trail Highway and LaGrande N. Powder Highway.		

*The PR-47, Statement of Materials and [illegible] submitted.

*A copy of the State's materials certificate is attached to the Division office copy of this report.

There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

LaGRANDE SECTION - OLD OREGON TRAIL HIGHWAY
Utility Project

COPY SENT
MAR 26 1976
Washington

NOTED
H.S. COULTER

RECEIVED
MAR 30 1976
Office of
Assistant State Highway Engineer

3-30-76

*NOTE: Not applicable for direct federal projects.

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE Original signed by R. A. NICHOLS R. A. Nichols		SIGNATURE Original signed by E. J. Valach Dist. Engineer E. J. Valach	
TITLE Area Engineer	DATE 3/26/76	TITLE District Engineer	DATE 3/26/76

FORM FHWA-1446 B (12-73) FORMERLY PR-33E

Previous Editions of PR-33E Will Not Be Used.

7337

45

LEE JOHNSON
ATTORNEY GENERAL

JAMES W. DURHAM
DEPUTY ATTORNEY GENERAL

1859

DEPARTMENT OF JUSTICE
TRIAL DIVISION
106 STATE OFFICE BUILDING
SALEM, OREGON 97310
TELEPHONE: (503) 378-6313

NOTED
H. S. COULTER

October 3, 1975

L. James Bergmann
Assistant General Solicitor
Union Pacific Transportation Co.
628 Pittock Block
Portland, OR 97205

Re: Gordon H. Ball, Inc. v. State of Oregon
Multnomah County Case No. 418-264 (L 7166)
Contract No. 7337

Dear Jim

As I mentioned by phone, Gordon H. Ball, Inc., the general contractors on the construction of the LaGrande by-pass in Union County has filed an action for damages against the State Highway Division.

Under the contract, state was obligated to pay the first $30,000 of the railroad protective costs. The balance of those costs was the responsibility of the contractor. The final billing by Union Pacific for the railroad protective costs was $141,063.24. This billing has been processed and paid by the Highway Division. The contractor claims that the protective costs were excessive and that the state was not authorized to withhold an amount for the payment thereof.

We would appreciate the cooperation of your company and its personnel in defending this case. Your records are much more complete than the Highway Division's records in many aspects. For example, I understand the contractor did not adequately coordinate its activities with the railroad operation and did not, on many occasions, give adequate notice of intended construction activities. I am sure these occasions are documented in your files.

RECEIVED
OCT 6 1975
Office of
Assistant State Highway Engineer

I appreciate your willingness to cooperate. Please contact the appropriate railroad officers and engineers who should consider my request.

Sincerely

Leslie B Hampton

Leslie B. Hampton
Assistant Chief Trial Counsel

lj
cc: H. S. Coulter
W. E. Schwartz
James Chidsey
Fred F. Hildebrandt

Contract 7337

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

La Grande, Oregon

September 2, 1975
3

FILE:

NOTED
H. S. COULTER

Warren E. Schwartz

FROM: W. E. Schwartz
Regional Engineer

SUBJECT: Gordon Ball, Inc. vs.
State of Oregon
Case No. 481-264

TO: H. S. Coulter
Assistant State Highway Engineer

SALEM

Regarding Les Hampton's letter to you of August 28, 1975, in which he asks for a coordinator from Region 5 to assist Legal in preparation of the defense for this case.

I would suggest Region 5 Construction Engineer Dale Allen as the logical person to perform this task. Although he was not involved in any way with the actual construction of the project, he has been intimately involved in answering Ball's claims to date. He also is in closest touch with ex-resident engineers Jack Hiatt and other project personnel who can provide information.

RECEIVED
SEP 4 1975
Office of
Assistant State Highway Engineer

WES:je

cc: C. T. Keasey
Les Hampton

7337

6344

LEE JOHNSON
ATTORNEY GENERAL

JAMES W. DURHAM
DEPUTY ATTORNEY GENERAL

DEPARTMENT OF JUSTICE
TRIAL DIVISION
106 STATE OFFICE BUILDING
SALEM, OREGON 97310
TELEPHONE: (503) 378-6313

[illegible]
[illegible]
[illegible]
[illegible]

9-3-75
Asked
John Bond to
Set up meeting w/
appropriate people.
about Sept 18

August 28, 1975

H. S. Coulter
Assistant Highway Engineer
Highway Building
Salem, Oregon 97310

Re: Gordon H. Ball, Inc., v. State of Oregon
Case No. 481-264

Dear Mr. Coulter

The above-mentioned case has been refiled in the Multnomah County Circuit Court. The complaint was originally filed in Union County but was dismissed because that was the wrong jurisdiction under the law. In fact we have filed a motion to change the case to Marion County where it should have been filed.

The complaint askes for $99,000, plus an unspecified amount for alleged expenses and damages connected with the delay in gaining zoning approval for the use of material sites. In addition to the zoning question the Gordon Ball Company claims that their share of the railroad protection cost is excessive and that we deducted an unreasonable amount of liquidated damages.

To defend this case we will have to locate and alert the personnel who were connected with the pertinent phases of the work and our relations with the contractor, the railroad, and the zoning people. We will also need to sort out and identify all of our documents, records, correspondence and the like related to these problems.

We should have someone who is familiar with the facts, our records and the personnel involved designated to coordinate our efforts and to assist the legal department with the defense of the case. I would assume it would be someone from the region 5 office of the affected field office. Unfortunately we have had transfers and retirements of some of the personnel involved.

RECEIVED
K AUG 29 1975
Office of
Assistant State Highway Engineer

Please have the appropriate personnel alerted and consider the other steps suggested.

Sincerely

Les Hampton

Leslie B. Hampton
Assistant Chief Trial Counsel

prp
Enclosures
cc: Carroll T. Keasey
John A. Bond
W. E. Schwartz

In the CIRCUIT Court of the State of Oregon

for the County of MULTNOMAH

GORDON H. BALL, INC.

vs. Plaintiff

STATE OF OREGON, by and through the
Division of Transportation, Highway Division

Defendant

No. 418264

SUMMONS

To Robert L. Mitchell, Secretary
Oregon Transportation Commission
1015 Commonwealth Building,
421 S. W. Sixth Avenue,
Portland, Oregon 97204
Defendant

IN THE NAME OF THE STATE OF OREGON: You are hereby required to appear and answer the complaint filed against you in the above entitled cause within ten days from the date of service of this summons upon you, if served within this county; or if served within any other county of this state, then within twenty days from the date of the service of this summons upon you; and if you fail so to answer, for want thereof, the plaintiff will apply to the court for the relief demanded therein.

NOTICE TO DEFENDANT: READ THESE PAPERS CAREFULLY!

You must "appear" in this case or the other side will win automatically. To "appear" you must file with the court a legal paper called a "motion," "demurrer" or "answer." This paper must be given to the court within * 10 days along with the required filing fee. It must be in proper form and have proof of service on the plaintiff or his attorney to show that the other side has been given a copy of it.

If you have questions, you should see an attorney immediately.

* If summons is served within the above named county, insert "10" days; if served within any other county of the state, insert "20" days.

Dezendorf, Spears, Lubersky &
Campbell
James C. Dezendorf
Roy P. Farwell
Attorneys for Plaintiff

STATE OF OREGON, County of Multnomah)ss.

I, JAMES C. DEZENDORF, *one of plaintiff's attorneys, do hereby certify that I prepared the foregoing copy of summons and have carefully compared the same with the original thereof; and that it is a true and correct copy of said original.*

Portland, Oregon,
dated the 10th day of July, 19 75

of Attorneys for Plaintiff

TO THE SHERIFF, OFFICER OR OTHER PERSON SERVING THIS SUMMONS:

You are hereby directed to serve a copy of the within summons, together with a copy of the complaint, upon the defendant, by serving Robert L. Mitchell, Secretary, Oregon Transportation Commission, 1015 Commonwealth Building, 421 S. W. Sixth Avenue Portland, Oregon 97204
and a copy of the within summons only upon the other defendant,

of Attorneys for Plaintiff

DEZENDORF, SPEARS, LUBERSKY
& CAMPBELL
ATTORNEYS FOR PLAINTIFF
EIGHTH FLOOR PACIFIC BUILDING
PORTLAND, OREGON 97204
TELEPHONE 226-6151

FORM No. 190—CIRCUIT OR DISTRICT COURT SUMMONS.
TC STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

GORDON H. BALL, INC.,)
)
Plaintiff,)
vs.)
)
STATE OF OREGON, by and through)
the Division of Transportation,)
Highway Division,)
)
Defendant.)

418261

No.

COMPLAINT

Comes now plaintiff, above named, and for cause of action against defendant, complains and alleges:

I.

That at all times herein mentioned, the above named Gordon H. Ball, Inc., was and it now is a corporation duly organized, existing and doing business under the laws of the State of Nevada and duly qualified as a foreign corporation to transact business in the State of Oregon, having paid all license and qualification fees therefor.

II.

That at all times herein mentioned the above named defendant was responsible for the highway system in the State of Oregon.

III.

That under the date of January 16, 1970, there was entered into between plaintiff and defendant, by and through its State Highway Commission, pursuant to public and competitive bidding under which plaintiff was the successful bidder, a written contract No. 7337, which provided for the construction by plaintiff for the defendant of certain highway and work as set forth in the Special Provisions of the contract, as follows:

> "The work to be done under the contract consists of the following work on the LaGrande Section of the Old Oregon Trail Highway in Union County:
>
> 1. Construction of 6109 miles of highway roadbed grading, cement treated base, portland cement concrete pavement and asphalt concrete pavement.
>
> 2. Construction of 10 highway structures.
>
> 3. Construction of highway signs and sign support structures.
>
> 4. Performance of such additional and incidental work as is called for by the specifications and plans.
>
> The northwesterly end of the project is at Station EB 35+48.50, which station is approximately 0.9 mile northwest of the west city limits of La Grande. The southeasterly end of the project is at Station EB 369+00, which station is approximately 0.8 mile southerly of the junction of the Old Oregon Trail Highway with the La Grande-North Powder Highway. The over-all length of the project is 6.32 miles."

An executed original of said contract No. 7337 is in the possession of both plaintiff and defendant. Said contract is a matter of public record in the office of the State Highway Commission and by this reference to said contract and public record, the same is incorporated herein by reference, together with all addenda, plans and specifications made a part thereof, together with the Standard Specifications for Highway Construction

(Issue of 1964), and Supplemental Standard Specifications of the State Highway Commission, which were by reference made a part thereof.

IV.

That Standard Specification Section 9-13 provides that:

> "Final Estimate and Final Payment
>
> As soon as practicable after the completion and acceptance of the work under the contract, there shall be prepared by the engineer a final estimate of the quantities of the various classes of work performed. With this estimate of quantities as a base, determination shall be made of the total amount earned by the contractor in accordance with the terms of the contract and all supplemental agreements, taking into consideration amounts due for extra and additional work performed and amounts, if any, deductible under said terms of the contract and supplemental agreements. Following this determination of the total amount earned by the contractor, and following final acceptance of the work by the Highway Commission and the Federal Bureau of Public Roads, when appropriate, final payment shall be made to the contractor. The amount of said final payment shall be the difference between the said total amount earned by the contractor and the sum of all payments previously made.
>
> All prior partial estimates and payments shall be subject to correction in the final estimate and payment."

V.

That the final pay estimate prepared by the defendant determined that the final contract amount was $10,556,524.77. Notwithstanding the amount shown in the final estimate, defendant has only paid the sum of $10,457,524.77 to plaintiff.

VI.

That plaintiff was advised by letter dated December 3, 1973, that defendant was withholding the sum of $48,000.00 for "Railroad Protection Costs." By letter dated 26 February, 1974, defendant was advised that plaintiff objected to the wrongful withholding of the $48,000.00 and that such action was not in accordance with the relevant contract provisions.

The relevant contract provisions are:

"7-28 Relations with Railroad Company

* * * * *

> With particular reference to Railroad, its tenants and licensees, the provisions herein set forth are supplemental to the standard specifications.
>
> The term 'Railroad' as herein used shall refer to the Union Pacific Railroad Company.
>
> It is expected that the Railroad will cooperate with the Contractor to the end that the work may be handled in a efficient manner, . . .

* * * * *

> If the Contractor desires to cross Railroad tracks in connection with his equipment and hauling operations at other than public crossings, he is advised that the issuance of any such permit granted by the Railroad Company will be directly to the State Highway Department and not to the Contractor. Any such private crossing permits as are granted will contain such conditions as the Railroad Company may see fit to prescribe.
>
> Prospective bidders and the Contractor on this project who may desire to obtain permission to cross the Railroad tracks at private crossings shall contact the Railroad Company directly

and determine the locations at which and the conditions which the Railroad would issue such permits upon request.

The Contractor on this project, in the event he desires to cross the Railroad tracks under private crossing permit, shall make request in writing to the Engineer and at the same time provide the Engineer with any data obtained by the Contractor from the Railroad Company, as above set forth, which is pertinent to the desired crossing.

Upon receipt of this request and pertinent data, the Highway Department will apply to the Railroad Company for issuance of a private crossing permit as requested by the Contractor and will make reasonable effort to obtain the permit. The State Highway Department cannot and does not represent, by implication or otherwise, that it can obtain or that the Railroad Company will issue such permits.

However, the Contractor is advised that the privileges and conditions of any private crossing permit issued by the Railroad Company to the Highway Department, as above set forth will be passed on to the Contractor in connection with his operations under the contract with the understanding that the Contractor shall conform to all the conditions prescribed by such permit and assume all obligations thereunder the same as though it were issued directly to him.

All costs involved in complying with the conditions imposed and the obligations assumed under any private crossing permit issued, as above provided, shall be borne by the Contractor. Sums sufficient to cover the claims, based upon bills rendered to the State by the Railroad Company for such costs as are incurred by the Railroad Company in connection with the private crossing will be deducted from the progress and final pay estimates due the Contractor.

* * * * *

(c) Protection of Railroad Facilities - Railroad representatives, inspectors, conductors, flagmen or watchmen, or men of other classification, will be provided by Railroad to protect its facilities, property and movements of its trains, or engines. In general, Railroad will furnish such personnel or other protective services:

> For any excavation below elevation of track subgrade if, in the opinion of Railroad's representative, track or other Railroad facilities may be subject to settlement or movement.
>
> During any clearing, grubbing, grading, or blasting in proximity to Railroad which, in the opinion of Railroad's representative, may endanger Railroad facilities or operations.
>
> During any of Contractor's operations when, in the opinion of Railroad's representative, railroad facilities, including but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.

(d) Cost and Reimbursement for Railroad Protective Services - The protective services Railroad will require and the total cost thereof are contingent on Contractor's construction schedule, methods and progress of his work on or adjacent to Railroad right of way.

The nature and extent of protective services, personnel and other measures required will in all cases be determined by Railroad. Nothing in these specifications will limit, in any way, Railroad's right to determine and assign the number of men, the classes of men for protective services, nor other protective measures it deems necessary.

* * * * *

The State will bear the cost of Railroad protective services up to the limited amount of $30,000. The cost of all Railroad protective services over and above this amount are Contractor's responsibility and shall be borne by the Contractor.

> The State will reimburse Railroad directly for all costs incurred by Railroad for protective services and devices. Cost of protective services and devices over and above the amount set forth in the preceding paragraph will be deducted from progress or final payments made to the Contractor.
>
> * * * * *
>
> Railroad will submit its bills for charges for flagging and related services to State within 120 days after completion of the project."

VII.

Article 8-7, General Special Provisions, states: "Time is of the essence of the contract."

VIII.

The charges made to the State of Oregon by the railroad were not in accordance with the above-cited contractual provisions. Therefore, the State of Oregon has no right to withhold the sum of $48,000 from plaintiff.

IX.

The defendant has withheld, in addition to the sums aforementioned, the sum of $51,000 in liquidated damages from the final payment to plaintiff. By letter dated January 28, 1974, plaintiff advised defendant that the imposition of liquidated damages was unjustified and a time extension of 209 days was requested.

X.

Article 8-8, Adjustment of Contract Time, General Special Provisions, states that:

> "The contract time, as referred to and established under Article 8-7, will be subject to adjustment either by increase or decrease for causes beyond the control of the contractor which affect the time necessary for completion of work under the contract.
>
> Causes beyond the control of the contractor which may affect the time necessary for completion of work under the contract include, but are not necessarily limited to, those set forth in the lettered subparagraphs which follow:
>
> (a) Delays occasioned by errors or changes in the plans or quantities or specifications of the contract.
>
> (b) Failure of the State, its representatives and its other contractors to act promptly in carrying out obligations and duties.
>
> (c) Failure of the State to submit the contract and bond to the contractor for execution within 20 days of the date of receiving bids.
>
> (d) Performance of extra work under Article 4-4.
>
> Shortage or inadequacy of labor or equipment and negligence or fault on the part of the contractor will not be considered to be beyond the contractor's control, and delays resulting therefrom will not be considered cause for adjustment of the contract time.
>
> Consideration of the adjustment of contract time will be made by the engineer pursuant to the above provisions. Any adjustment of contract time shall be as the engineer determines to be justified and his decision in the matter shall be final."

XI.

By virtue of this provision, plaintiff timely requested not less than 209 calendar work days for the reasons hereinafter set forth.

> "The contract time, as referred to and established under Article 8-7, will be subject to adjustment either by increase or decrease for causes beyond the control of the contractor which affect the time necessary for completion of work under the contract.
>
> Causes beyond the control of the contractor which may affect the time necessary for completion of work under the contract include, but are not necessarily limited to, those set forth in the lettered subparagraphs which follow:
>
> (a) Delays occasioned by errors or changes in the plans or quantities or specifications of the contract.
>
> (b) Failure of the State, its representatives and its other contractors to act promptly in carrying out obligations and duties.
>
> (c) Failure of the State to submit the contract and bond to the contractor for execution within 20 days of the date of receiving bids.
>
> (d) Performance of extra work under Article 4-4.
>
> Shortage or inadequacy of labor or equipment and negligence or fault on the part of the contractor will not be considered to be beyond the contractor's control, and delays resulting therefrom will not be considered cause for adjustment of the contract time.
>
> Consideration of the adjustment of contract time will be made by the engineer pursuant to the above provisions. Any adjustment of contract time shall be as the engineer determines to be justified and his decision in the matter shall be final."

XI.

By virtue of this provision, plaintiff timely requested not less than 209 calendar work days for the reasons hereinafter set forth.

1. Defendant failed to submit the contract and the bond to the contractor within 20 days from the date of receiving bids. The bids were received December 18, 1969. The contract documents were not submitted until January 21, 1970.

2. Due to the uncertainty and delay involved in the defendant's failure to timely award the contract and submit the contract and bond to plaintiff, normal mobilization was delayed 34 calendar work days.

3. Due to circumstances beyond plaintiff's control, the zoning for the site of the material source was delayed. The zoning of the material source was required before borrow material could be removed. The site of the material source was not zoned until April 24, 1970. A total of 96 calendar work days should be added to the contract time for this item.

4. A carpenter's strike prohibited work on June 26, 1971, June 27, 1971, July 13, 1971 and July 14, 1971. The contract should be extended four calendar work days due to the aforementioned strike.

5. Beginning August 5, 1971, there was a lack of survey stakes on the job which were to be provided by defendant. The survey stakes were needed for plaintiff to do its work. The contract should be extended three calendar work days for this item.

6. On May 25, 1972, the last asphalt concrete was placed. At this date, traffic had full access to the project. No calendar work days should have been charged on the job

subsequent to May 25, 1972. However, 25 calendar work days were charged after May 25, 1972. The aforementioned 25 calendar work days should not have been charged.

7. There was an increase in the Class B. Asphaltic Concrete. Fifteen additional calendar work days should be added to the contract for this item.

8. There was an increase in the quantity of the top soil in the amount of 78,971 c.y. Thirty-two additional calendar work days should be added to the contract for this item.

The requests for 209 calendar work days have been wrongfully denied by defendant. Plaintiff is entitled to recover the sum of $51,000 which the State is wrongfully withholding from plaintiff.

XII.

Standard Specifications, Section 6, Material Sources, provided:

> "Prospective sources of material which may warrant investigation and consideration for use by the contractor on this project may include, but are not necessarily limited to, the following:
>
> Borrow for Roadbed Embankment and Riprap
>
> 1. An area on the northerly side of and adjacent to the WB line between Stations 40 and 45. Material from this source shall be taken to the lines and grades indicated on the plans or as directed by the engineer.
>
> Crushed Stone, Aggregates, Riprap and Borrow
>
> 2. A state-controlled quarry located on the northeasterly side of and approximately 0.3 mile distant from the new highway Station EB 35+50, along the old highway.

> If the contractor elects to secure material from sources which, when viewed from the highway would, subsequent to excavation therefrom, present an appearance which is unsightly and which is not compatible with the surrounding terrain, he shall perform such sloping, trimming, excavating, filling, cleanup or other work as is necessary to bring the area to a condition not unsatisfactory to the engineer."

XIII.

The contract did not make the site of the material source mandatory. It was contemplated by the plaintiff and defendant that the plaintiff could choose the site of the material source in its discretion so long as the source material met the requirements of the contract. Neither the plaintiff nor the defendant contemplated that zoning for the site would be difficult due to extraordinary considerations. The material source site originally chosen by plaintiff was rejected by the Union County Planning Commission. The original site of the source materials was a critical and crucial part of the plaintiff's original bid. The alternate site of the source material which plaintiff was compelled to use greatly affected plaintiff's methods and costs of performing the aforementioned contract in addition to causing a delay in performing said contract.

XIV.

The delay in gaining zoning approval and the extraordinary considerations involved in the zoning by the Union County Planning Commission were not contemplated by plaintiff or defendant. Therefore, the contract between plaintiff and defendant should be reformed to provide fair and just compensation to

> If the contractor elects to secure material from sources which, when viewed from the highway would, subsequent to excavation therefrom, present an appearance which is unsightly and which is not compatible with the surrounding terrain, he shall perform such sloping, trimming, excavating, filling, cleanup or other work as is necessary to bring the area to a condition not unsatisfactory to the engineer."

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The contract did not make the site of the material source mandatory. It was contemplated by the plaintiff and defendant that the plaintiff could choose the site of the material source in its discretion so long as the source material met the requirements of the contract. Neither the plaintiff nor the defendant contemplated that zoning for the site would be difficult due to extraordinary considerations. The material source site originally chosen by plaintiff was rejected by the Union County Planning Commission. The original site of the source materials was a critical and crucial part of the plaintiff's original bid. The alternate site of the source material which plaintiff was compelled to use greatly affected plaintiff's methods and costs of performing the aforementioned contract in addition to causing a delay in performing said contract.

XIV.

The delay in gaining zoning approval and the extraordinary considerations involved in the zoning by the Union County Planning Commission were not contemplated by plaintiff or defendant. Therefore, the contract between plaintiff and defendant should be reformed to provide fair and just compensation to plaintiff. Plaintiff asks leave to amend in due course its complaint when the full amount of such compensation is obtained.

WHEREFORE, having stated a cause of action against defendant, plaintiff prays for judgment in the sum of $99,000.00, plus an amount which would be fair and just compensation for the expenses and damages connected with the delay in gaining zoning approval and performance of the aforementioned contract, together with attorney fees and its costs and expenses herein incurred.

Dezendorf, Spears, Lubersky + Campbell

Dezendorf, Spears, Lubersky & Campbell
James C. Dezendorf
~~Roy P. Farrell~~
Attorneys for Plaintiff

Page 12 - Complaint.

STATE OF OREGON) ss
County of Multnomah)

I, James C. Dezendorf, being first duly sworn, depose and say that I am xxx one of attorneys for plaintiff in the above-entitled action; and that the foregoing Complaint is true as I verily believe; and that I verify the same for the reason that no officer of the company is within the County.

James C. Dezendorf

SUBSCRIBED AND SWORN TO before me this 10th day of July, 19 75.

Notary Public for Oregon
My commission expires __________

I, James C. Dezendorf, of attorneys for plaintiff in the above-entitled cause, do hereby certify that the foregoing copy of Complaint is a full, true and correct copy of the original and of the whole thereof.

Service of the foregoing __________ by copy, as prescribed by law, is hereby admitted at __________, Oregon, this ______ day of __________, 19___.

Attorney for __________

Dezendorf, Spears, Lubersky & Campbell
800 Pacific Building
Portland, Oregon 97204 226-6151

7337

September 9, 1974

Mr. James Martin
Attorney at Law
3103 Seattle 1st Nat. Bank Bldg.
Seattle, Washington 98154

Dear Mr. Martin:

This is a follow up to your telephone conversation of September 6 concerning the filing of claims on two State Highway contracts.

Contract No. 7337, Gordon H. Ball, Inc., for grading, paving, structures and signing of the La Grande Section of the Old Oregon Trail in Union County was completed on June 18, 1972, and accepted on March 7, 1973.

The other Gordon Ball Contract No. 7389 for the Gladstone Interchange-Oregon City Interchange Section of the East Portland Freeway in Clackamas County was completed on March 1, 1973, and accepted on March 5, 1974.

Attached are excerpts from the Oregon Revised Statutes relating to public contracts. The portion relating to the notice of claim is outlined on Page 2 and 3, and the action by claimant on contractor's bond is listed on Page 3 of the excerpts.

Very truly yours,

C. W. Head
COMMISSION SERVICES

ser

Att.

7331 7-9-74

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

STATE COPY

FINAL ACCEPTANCE REPORT

Wash DC (HHO-32)
OSHD (Coulter)

REGION NO. 10	REPORT NO. 27	COUNTY Union	DIVISION Oregon
DATE OF REPORT 7-9-74	REPORT MADE BY R. A. Nichols, Area Engineer		PROJECT NO. I-80N-6(42)256
COMPLETION DATE 6-18-72	ACCEPTANCE DATE BY CONTRACT AGENCY 3-7-73	TIME ELAPSED 119 %	CONTRACT TIME 470 CWD
APPROVED EXTENSIONS 56 CWD	LOCATION Project began at Sta 35+48 about 0.9 miles northwest of the west city limits of LaGrande. From this, the project proceeds southeasterly about 6.32 miles to Sta EB 369+ which is located about 0.8 miles southerly of the junction of the Old Oregon Trail Highway and LaGrande N. Powder Highway.		

*The PR-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted.

*A copy of the State's materials certificate is attached to the Division office copy of this report.

There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

COPY SENT
JUL 10 1974
Washington

LAGRANDE SECTION - OLD OREGON TRAIL HIGHWAY
Grading, Paving, Structures, and Signing

NOTED
H.S. COULTER

RECEIVED
JUL 11 1974
Office of
Assistant State Highway Engineer

7-11-74
cy Const.

*NOTE: Not applicable for direct federal projects.

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE Original signed by R. A. NICHOLS R. A. Nichols		SIGNATURE Original Signed By VERNON V. CUSACK Engineering Coordinator E. J. Valach	
TITLE Area Engineer	DATE 7-9-74	TITLE District Engineer	DATE JUL 10 1974

FORM FHWA-1446 B (12-73) FORMELY PR-33E

Previous Editions Of PR-33E Will Not Be Used.

7337

June 27, 1974

TO G. L. Green, Division Engineer
Federal Highway Administration

Federal Aid Project
No. I-80N-6(42)256

FROM
C. T. Keasey
Construction Engineer

SUBJECT Request Federal Aid Project Acceptance

Contract 7337 Work Completed June 18, 1972

Project La Grande

Highway Old Oregon Trail

County Union

Acceptance: State Highway Commission March 7, 1973

Federal Highway Administration July 26, 1973

All participating work on this project has been completed.

The data listed below, a requirement of your acceptance of the project, is attached.

Materials Report, PR-47 (3 copies)
Laboratory Materials Certification
Statement of Underruns and Overruns
Progress Estimate and Cost Report, E-498
Contractor Wage Certification

JK:bs

7337 8

May 16, 1974

Gordon H. Ball, Inc.
P. O. Box 897
Renton, WA 98055

Gentlemen:

We have reviewed your request for an extension of time on Contract No. 7337 for work on the La Grande Section of the Old Oregon Trail Highway in Union County.

Careful consideration was given to the reasons you submitted. In light of the available facts, an extension of 56 days is granted. This is for approval of a borrow area, delay in awarding contract, quantity overruns and late added work.

Very truly yours,

F. B. Klaboe
Administrator and
State Highway Engineer

bc: A. E. Johnson
H. S. Coulter
C. T. Kessey
V. L. Gallagher
Vern Skoog
W. E. Schwartz

fr cm

7337

Form FHWA 121 (Rev. 5-73)

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

DATE: May 10, 1974

In reply refer to: 10-41-A5

SUBJECT: Oregon Project I-80N-6(42)256
La Grande Section
Request for Time Extension

FROM : G. L. Green, Division Engineer

TO : Mr. F. B. Klaboe, Administrator & State Highway Engineer
Salem, Oregon

As requested in Mr. Coulter's May 6, 1974 memorandum, we concur in the 56-day extension of contract time.

for G. L. Green
Malach

NOTED
H.S.COULTER

RECEIVED
MAY 15 1974
Office of
Assistant State Highway Engineer

RECEIVED
STATE HWY ENGR
MAY 14 '74
REFER TO
Coulter
FOR

Info	Invs	N/D	D/R	Sign	Act	File
					✓	

5-15-74
cy Krasy
Shirley
Gallagher

7337

s

May 6, 1974

TO Glen L. Green, Division Engineer
Federal Highway Administration

FROM
H. S. Coulter
Assistant State Highway Engineer

SUBJECT La Grande Section, Contract No. 7337
FAP No. I-80N-6(42)256
Request for Time Extension

The contractor on this project, Gordon Ball, Inc., has requested a 209-day extension of the overall contract time. The project was completed June 18, 1972, with 158 days' liquidated damages accrued at $500 a day for a total of $79,000. The contractor cites the following seven reasons for the delay:

Zoning Borrow Areas	96	days
Delay in award	34	"
Carpenters' strike	4	"
Lack of stakes	3	"
Open to traffic	25	"
Overruns	32	"
Insufficient workdays	15	"
Total . .	209	days

We recommend extension on four of these reasons as follows:

Delay in Award - The bids were opened December 18, 1969, and seven bids were received. The Gordon H. Ball proposal had a defect regarding a signature on the surety bond. It took some time to resolve this legal matter, and the contract was not presented for signature until January 16, or 29 days. In accordance with the past policy, we recommend nine days' extension for this reason (the number of days in excess of the 20 permitted by our specifications).

Carpenters' strike - No time was counted for Monday, June 28, through Sunday, July 11, a two-week period in prime summer grading time in 1971 when the project was slightly over half complete. Just prior to the strike, our reports indicate the contractor had 130 men employed on the project. During this two-week interval, the project was completely shut down with no activity. This was a very large work force and two days to remobilize it is realistic. Also to be considered is the possible seasonal influence of the loss of two full weeks of prime construction time. We recommend a full week (7 days) to recognize the remobilization and seasonal impact of this two-week loss.

Quantity overruns and late added work - The overruns involved are 12½ percent (7,348 tons) of asphaltic concrete, and 132 percent (79,000 cubic yards) of topsoil.

The contractor also mentions the added bridge deck sealing along with his request for time on the AC overrun. This bridge deck work is covered by Price Agreement No. 19, was approved late in the project (4-20-72) in the amount of $40,275, and covers the treating of ten structure decks with linseed oil. This work, along with the topsoil overrun and the AC overrun, was apparently done on liquidated damage time in the spring of 1972. Structure work was under way into early June (the project completion date is June 18) and topsoil work was done in May and June, followed by the seeding and mulching when the concurrent regular contract work was on guardrail. Any one of these factors alone would probably not merit extension of time, but all three converging together very late in the project make a good case for extension. The last eight weeks of the project show topsoil work almost every day. We see no rational way to assign a specific number of days to these three work items, but recommend 10 days' extension for them.

Zoning borrow areas - This is the largest increment of time in the request. The requested 96 days apparently runs from January 19 to April 24, 1970. It would duplicate the time the contractor also seeks in the delay of award and which we have recommended above. Extension is not justified for all of the time the contractor cites, but the reason does merit close consideration.

Clearing and grubbing started February 18. Time count started March 1.

First borrow area (the Sweet property on Fox Hill Road) was available by March 27. By April 24, this source was in use with rates of production up to 10,300 cubic yards a day. The second borrow source (the Waite property) was not approved for zoning until April 27 (one month later than the first source) and was in use on May 26. In the last week in May with material coming from both sources, production reached 23,000 cubic yards per workday. It is apparent that much better production would have been obtained earlier had the second source been available.

The project had a very close contract time allowed. When it was contracted, the more restrictive environmental regulations and local attention to zoning were just emerging. The added month lost in getting the second source cleared was detrimental to the job progress.

We therefore recommend a 30-day extension on the zoning reason (March 27 to April 27).

The above recommendations amount to a 56-day extension, which at $500 per day would equal $28,000, leaving 102 days and $51,000 in effect. Our engineering charges underran slightly. Your concurrence in the 56-day extension is requested.

JAB:fr ia

bc F. B. Klaboe
A. E. Johnson
C. T. Keasey
A. Shirley, Jr.
V. L. Gallagher

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION FILE:

INTER-OFFICE CORRESPONDENCE
Salem, Oregon
April 29, 1974

FROM: John A. Bond
Construction Administration Engineer

TO: H. S. Coulter
Assistant Highway Engineer

SUBJECT: LaGrande Section
Contract No. 7337
Request for Time Extension

Herewith the updated request from Gordon Ball, Inc. requesting a 209-day extension of the over-all contract time. This is the first request that has reached you. An earlier request based on only one reason (borrow area zoning) reached this office and was then discussed with the contractor's representative at which time the contractor wanted the opportunity to revise it and resubmit it. Almost a year elapsed before they did this. The project was completed June 18, 1972 with 158 days liquidated damages accrued at $500 a day for a total of $79,000. The contractor cites seven reasons to which he attributes 209 days total delay. The reasons cited and the field recommendations on each are tabulated as follows:

	Contractor	Res. Engr. Rec.	Region Rec.
	1-28-74 (Unger)	2-8-74 (Hildebrandt)	
Zoning Borrow Areas	96 Days	44 Days	0 Days
Delay in Award	34 Days	14 Days	0* "
Carpenter Strike	4 Days	0 Days	4 "
Lack of Stakes	3 Days	3 Days	0 "
Open to Traffic	25 Days	0 Days	0 "
Overruns	32 Days	0 Days	6 "
Insufficient Workdays	15 Days	0 Days	0 "
	209 Days	61 Days	10 Days

* Subject to review - all facts not available to Region.

k

We concur with the Region recommendation against any extension on three of the reasons, namely, lack of stakes, opening to traffic and insufficient workdays.

When bids were opened December 18, 1969, there were seven bids. At the time the bids were opened, the Gordon H. Ball proposal had a defect regarding a signature on the surety bond. It took some time to resolve this legal matter and the contract was not presented to Ball for signature until January 16 or some 29 days. In accordance with past policy, I would recommend that we recognize 9 days extension on this reason (the number of days in excess of the 20 permitted by our specifications). OK HSC

Carpenters' strike - No time was counted for Monday, June 28 through Sunday, July 11, a two-week period in prime summer grading time in 1971 when the project was slightly over half complete. I note that just prior to the strike, our reports indicate the contractor had 150 men employed on the project. During this two-week interval, the project was completely shut down with no activity. The contractor seeks extension for the last two week-end days prior to this interval plus apparently two week days immediately following for remobilization time. I am sympathetic for the two days following for remobilization. This was a very large work force and two days to remobilize it is probably realistic. Not mentioned heretofor is the possible seasonal influence of the loss of two full weeks of prime construction time. Under these circumstances, I recommend a full week (7 days) to recognize the remobilization and seasonal impact of this two-week loss. OK HSC

Quantity overruns and late added work - The region recommends 6 days for the 12-1/2 per cent overrun (7,348 tons) of AC only. They rationalize that the almost 79,000 cubic yard topsoil overrun is offset by a 360,000 cu. yd. underrun of embankment in place.

The contractor also mentions the added bridge deck sealing along with his request for time on the AC overrun. This bridge deck work is covered by Price Agreement No. 19 which was approved late in the project (4-20-72) in the amount of $40,275 and covers the treating of 10 structure decks with linseed oil. This work along with the topsoil overrun and the AC overrun were all apparently done on liquidated damage time in the spring of 1972. Structures work was underway up into early June (remember the completion date is June 18) and topsoil work was carried on in May and June and was followed by the seeding and mulching when about the only concurrent regular contract work was on guardrail. Any one of these factors alone would probably not merit extension of time, but all three of them converging together very late in the project, make a good case for some extension. The last eight weeks of the project show topsoil work almost every day. I see no rational way to assign a specific number of days to these three work items, but recommend 10 days extension for them. OK HSC

Zoning borrow areas - This is the largest increment of time in the request. The contractor seeks 96 days and the region people are divided on whether any time should be granted on this reason. Fredrickson and Hildebrand recommend 44 days, Schwartz and Allen recommend nothing. The contractor's 96 days apparently runs from January 19 to April 24, 1970. It would duplicate the time he also seeks in the delay of award and which I have recommended above. Extension is certainly not justified for all of the time the contractor cites, even excluding the delay in award. I note, for instance, from the February 14, 1970 Weekly Report that the pre-job conference date had been set for February 19. The contractor started moving equipment onto the project on Thursday, February 12, but "No job activity is expected until weather conditions improve." The contractor started clearing and grubbing work on February 18. Subsequent Weekly Reports include the following pertinent comments:

February 28, "Compaction of embankment foundation was attempted on Tuesday of this week with poor results obtained. Moisture content is approximately 10 per cent above optimum which is prohibiting contractor from obtaining required densities."

(Time count started March 1.)

March 14, "Contractor will continue work in westbound cut on west end of project with dozers ripping and drifting material into temporary stockpile. Additional ripping equipment, D-9 dozers are expected to arrive on project next week to expand this work. Compacting of the embankment foundation areas has been delayed due to excessive moisture."

March 21, "Weather conditions have prohibited compaction of embankment areas all week."

March 27, "Contractor has obtained permission from the Union County Planning Commission to obtain hillside borrow left of Fox Hill Road, Station 50 to 60. He may start scrapers hauling from this area sometime next week."

April 10, "Weather conditions curtailed grading work the latter part of the week and could affect work next week if conditions do not improve." By April 24, the date to which the contractor seeks complete extension, the reports indicate he had 35 people working, had moved 102,000 yards of material from the one borrow source available, had scrapers working achieving production as high as 10,300 cubic yards per day from the Fox Hill borrow (this is referred to in the contractors request for extension as the "Sweet' property.) First material from the Waite property, which was the last borrow area cleared with the Planning Commission on April 27, (according to the contractor) was delivered to the project on May 26, one month later.

ok
HSC

I believe there are two basic questions here:

1. Is delay related to securing borrow areas of the contractor's own choosing, - a bona fide cause beyond control of the contractor?

2. Was there in fact a measurable delay to the project because of any borrow area zoning problems?

Some of the comments cited above from the Weekly Reports in March and April indicate that there were other factors. I particularly note that the contractor's chronology "summary of diaries" starts only on January 15 which is after the bids were opened. The contractor presents no evidence at all of what tentative arrangements he had made prior to the bid opening.

The project admittedly had a very close contract time allowed. You may recall this was considered carefully. When this project was contracted, the tougher environmental regulations and local attention to zoning were just emerging. The contract price for embankment in place was the lowest bid (The second bidder's price was the same). These factors point toward an affirmative answer to question No. 1.

The facts show that it took about a month from time of zoning clearance until effective borrow production was secured. This is probably reasonable. The added month lost in getting into the Waite borrow was later in the spring when construction conditions were improving. The last week in May, when the second borrow started, production was 23,000 cu. yds. per work day. I believe this points toward an affirmative answer to question No. 2 above.

I therefor recommend 30 days extension on the zoning reason (March 27 to April 27).

The above recommendations amount to 56 days extension, which at $500 per day would equal $28,000, and would leave 102 days and $51,000 in effect. Our engineering charges underran slightly. This was an Interstate project. Rough draft letters to FHWA and to the contractor are attached.

JAB:fr
Att.
cc: V. L. Gallagher

RECEIVED
MAY 2 1974
Office of
Assistant State Highway Engineer

7337

**OREGON STATE
HIGHWAY DIVISION**

Region 5 Unit

P. O. Box 850 ... La Grande, Oregon 97850 ... Phone 963-3177

H. S. COULTER

December 10, 1973

E. R. Ferguson
Vice President
Gordon H. Ball, Inc.
Box 897
Renton, WA 98055

Dear Mr. Ferguson:

RE: La Grande Section Contract No. 7337
Old Oregon Trail Highway, Union County
Settlement of Claims

This will acknowledge receipt of your request for additional review of claims on contracts nos. 7337, 7366, and 7367.

It appears that the claims you wish to review are the same claims that we have been over with you on several occasions and rejected. If a review would be just a rehash of information previously submitted, it is my opinion that such a meeting would be a waste of time. If, however, you have new information to substantiate your previous claims or if you have new claims that have not been heard, we will be very happy to listen.

I have to be in Salem for a meeting on January 16, 1974. If it is agreeable with you, I could arrange a meeting for either January 14 or 16 in Salem. If these dates are not acceptable, I would suggest a later date in La Grande.

Sincerely,

Wendell E. Schwartz
Regional Engineer

RECEIVED
[illegible] 1973
Office of
Assistant State Highway Engineer

cc H. S. Coulter w/attach
C. T. Keasey "
C. O. Fredrickson "
Alfred Shirley "

RE ☐ RCE ☐ RBE ☐ RME
ROE DEC 10 1973 ☐
☐ RDE RECEIVED ☐
REGIONAL OFFICE

Gordon H. Ball, Inc.

December 6, 1973

Mr. W. E. Schwartz, Regional Engineer
Oregon State Highway Department
P. O. Box 850
LaGrande, Oregon 97850

Subject: Oregon State Highway Contract 7337
Settlement of Claims

Dear Pat:

Reference is made to our letter of August 20, 1973 and to our last meeting in your office on November 28, 1972. Unfortunately due to the unusual demands of our 1973 construction season we have not had a chance to finalize our outstanding claims. It is hoped in the very near future we will be able to satisfactorily resolve these outstanding differences. Basically, in review, we would like to summarize and present additional claim data on the following:

Time extension on Contract 7337, LaGrande
Railroad flagging claims on Contract 7337
Bolt extension in lieu of grinding on decks, dice
  rock, compaction and AC non-specification material
  on Contract 7337, LaGrande

Time extension on Contract 7366, McAlister Undercrossing
Price Agreement #3 (30301) $1,000 stressing steel on
  Contract 7366, McAlister Undercrossing
Grinding bump on bridge deck on Contract 7366,
  McAlister Undercrossing

Time extension on Contract 7367, Hot Lake Overcrossing
Railroad flagging claims on Contract 7367
Railroad track protection claim on Contract 7367

A DILLINGHAM COMPANY
BOX 897 RENTON WASHINGTON 98055 TELEPHONE (206) 228-6480

Please contact me with a time and place it would be convenient to meet. If you plan to be in Portland or Seattle area perhaps this would be most convenient, otherwise we would be happy to schedule a meeting in LaGrande.

Very truly yours,

GORDON H. BALL, INC.

E R Ferguson

E. R. Ferguson
Vice President

ERF:mls

7337

5

FORM 2-30 (REV. 10-60)

NOTED
H. S. COULTER

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 16, 1973

SUBJECT: LaGrande Section
Contract No. 7337
Railroad Protective Costs

To: V. E. Skoog
Controller

FROM: John A. Bond
Construction Administration
Engineer

Jess Jones' November 1 Memo to the File relates the railroad protective money history up to the present time. There are $33,004.92 railroad charges which are the contractor's obligation and are due from him (Gordon H. Ball). I see no alternative but to just straightforwardly bill the contractor for the amount due. Your March 9, 1973 letter to Ball indicated this very possibility. The matter of the $79,000 time liquidated damages on the contract which the State has withheld, is still an open subject. When the railroad billing is presented to the contractor, it will likely stir him into action on the time extension. If and when this is presented, we will just have to judge it on its own merits in the usual manner.

JAB:fr

cc: H. S. Coulter (w/att.)
W. E. Schwartz "

RECEIVED
NOV 16 1973
Office of
Assistant State Highway Engineer

JJ

SP*32479-734

FORM [illegible]

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

Routing
Keasey
1 Bond
Jackmond
Hardt
Johnson
Walker
Scofield 5
Glenn
Berg

RECEIVED
NOV 2 1973
CONSTRUCTION
SECTION

DATE November 1, 1973

TO MEMO TO FILE

FROM Jess Jones
Utility Auditor

SUBJECT Final Billing
Union Pacific Railroad
LaGrande Section - Contract 7337
Gordon H. Ball, Contractor

The final billing from the railroad was for $141,063.24, several times more than anyone responsible for projecting these costs had ever considered possible.

The work continued months beyond the completion date. Four separate State resident engineers were involved: J. C. Hiatt (retired), H. N. VanCleave (Bridge), R. L. Feller (resigned) and John Hagedorn.

The Railroad had been notified of completion of the work on July 19, 1972, and according to the State/Railroad agreement (Page 7) should have billed the State all flagging and protective costs in 120 days, or by October 16, 1972.

In August, 1973, when the final estimate to the contractor became due, only $26,631.92 in protective railroad costs had been billed against the $30,000.00 State share.

The amount of $135,614.22 was being held; $79,000.00 of which was for liquidated damages. The field office estimated additional railroad protective costs to be $46,750; $48,000.00 appeared to be a reasonable amount to cover these anticipated costs. Since contractors frequently regain part of liquidated damages, the $79,000 appeared to be a cushion in the event that protective costs overran, so the balance of $8,614.22 was released to the contractor.

At the time this office was first notified of the final payment, if all the remaining retent had been withheld, the State would still have been short $24,390.70 in protective costs.

Five railroad bills were paid before the final, and three have been received since.

The final railroad bill has been field-checked and approved for payment in the amount of $141,063.24, which involved $71,283.68 chargeable to the contractor, leaving $33,004.92 additional costs due from Gordon H. Ball.

To date, the contractor has made no attempt to claim any of the $79,000 in liquidated damages.

Payment of the final railroad bill is being withheld, pending a decision in this matter. Pertinent supporting information is attached.

JJ:njc
Attachments

7337

5

CAREY & GOODING
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

B. H. BURLEIGH (1895-1971)
WILLARD K. CAREY
R. THOMAS GOODING
GARY J. SUSAK

THE PROFESSIONAL CENTER
FOURTH AND WASHINGTON
P. O. BOX 1028
LA GRANDE, OREGON 97850
PHONE (503) 963-2131

November 15, 1973

Mr. H.R. Toler, manager
Surety Division
Travelers Indemnity Company
550 California Street
San Francisco, Calif 91104

AARON and EMMA LOGSDON dba La Grande Concrete Pipe co. and dba
La Grande Ready Mix vs.
GORDON H. BALL, Bond #1602647, State of Oregon contract #7337 Old
Oregon Trail Project

I am in receipt of attorney Cater's letters to Oregon State Highway Department, various correspondence between the parties listed below. I represent Gordon H. Ball, Inc. The above styled lawsuit is presently pending in the Federal Court at Pendleton. It is our position that Logsdon's claims are devoid of merit, the case is being vigorously defended, and defendant Gordon H. BAll, Inc. is financially solvent and able to pay any judgment rendered.

Cater's letters on behalf of Logsdon are unadulterated harassment. Will keep you posted.

R. THOMAS GOODING

RTG:ba

cc: Gordon H. Ball, Inc. (Danville)

Gordon H. Ball, Inc. (Renton)

John R. Lamberson
Corroon, Black, Miller & Ames
P.O. Box 3995
San Francisco, Calif. 94119

Travelers Insurance Company
One Tower Square
Hartford Conn. 06115

✓C.W. Head, secretary
Oregon State Highway Commission
Highway Building
Salem, Oregon 97310

NOTED
C. W. HEAD

Salem, Oregon
August 16, 1973

Agenda Item 2m
August 14 Commission meeting

Mr. J. B. Boyd
Right of Way Engineer

Attention: Utility Unit

MISC. CONTRACTS and
AGREEMENTS No. 3807

Attached are two copies (one fully executed and one conformed) of a supplemental agreement with Oro Dell Irrigation Ditch Company for reconstruction of irrigation facilities damaged by high water on the Oro Dell Section of the Old Oregon Trail in Union County.

It is my understanding that you will transmit a fully executed copy to the Oro Dell Irrigation Ditch Company. We have retained the same for the Commission's files.

C. W. Head, Manager
ADMINISTRATIVE SERVICES

fkn
Att.

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

TOM McCALL
GOVERNOR

GEORGE M. BALDWIN
Administrator of Highways

August 6, 1973

Oregon Transportation Commission

ORIGINAL SIGNED
J. B. BOYD

AGENDA
AUG 14 1973

2 M

J. B. Boyd
Right of Way Engineer

Supplemental Agreement
State-Oro Dell Irrigation Ditch Company
Oro Dell Section
Old Oregon Trail Highway
Union County

Presented for your consideration at the August 14 meeting will be a supplemental agreement with the Oro Dell Irrigation Ditch Company.

On August 19, 1969, the State and Oro Dell Irrigation Ditch Company entered into an agreement concerning the reconstruction of irrigation facilities on the Oro Dell Section of the Old Oregon Trail Highway. A supplemental agreement is now being entered into which calls for the reconstruction of irrigation facilities which were damaged by high water.

Work to be done by the State includes construction of a diversion box, installation of irrigation pipe, placement of loose rip rap, construction of two locked gates, and construction of a ten-foot roadway. The State has no responsibility for the maintenance of this road. Cost of this work is estimated at $41,500 which amount was included in the contract.

Oro Dell Irrigation Ditch Company has agreed to the joint use of the access road with any other utilities authorized by the State and to its joint maintenance. Access through the locked gate from the Interstate highway will cease should the local

(A)
2 COPIES TO
BE SIGNED

By Klahoe

road network develop sufficiently to allow reasonable access to the company's facilities. Use of the second locked gate will cease when and if the existing structure fails to provide safe and adequate access.

The Federal Highway Administration has approved this matter.

Your approval is recommended.

JP:HA
CC George M. Baldwin
C. W. Head /w/ att.
F. B. Klaboe
Gary Sund

RECEIVED
SEP 30 1969
FOR FILING

I-80N-6(4/2)256
7337

August 21, 1969

Ore Dell Irrigation Ditch Company
La Grande, Oregon 97805

Attention: C. W. Ramey
President

H i

MISC. CONTRACTS and
AGREEMENTS No. 3807

8-19-69

Gentlemen:

Attached for your records is a fully executed copy of an agreement covering the relocation and adjustment of your facilities on the La Grande Section of I-80N in Union County.

We have retained a fully executed copy of this agreement for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn
Attachment

cc F. D. Morgan
Attn: Ted Litchfield

7337

July 19, 1973

Mr. W. C. Nelson, Jr.
McGrath, North, Nelson, Dwyer & O'Leary
Attorneys at Law
1601 Woodmen Tower
Omaha, Nebraska 68102

Re: Contract Information on
Contracts No. 7399/7513/7337 and 7597

Dear Mr. Nelson

Pursuant to your request by your letter of July 10, 1973, please find enclosed certified copies from the various contracts relating to delays, etc., plus a memo from John Bond, Construction Administration Engineer, concerning delays on those four contracts.

If you desire any additional information, please do not hesitate to contact me.

The cost for the preparation of this material is $49.50 for the Xeroxing and certifications and $30.00 for administrative time spent in reviewing material and putting it together. The total bill, therefore, is $79.50 and the check should be made payable to the State Highway Division and mailed to my attention.

Sincerely

Jack L. Sollis
Assistant Attorney General

gb

Enclosures

FORM E-90 (REV. 10-69)

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 17, 1973

RECEIVED
JUL 17 1973
LEGAL

SUBJECT:

To: Jack L. Sollis
Assistant Attorney General

NOTED
JACK L. SOLLIS

FROM: John A Bond
John A. Bond
Construction Administration Engineer

You requested some comments on the July 10 letter from an Omaha, Nebraska law firm concerning reasons for delays and time liquidated damages on four projects. It happens we have recently had telephone inquiry from the Platt Electric Supply Inc. in Portland concerning details of time liquidated damages and the requests for time extension on two of these projects.

1. Contract No. 7399, Quinton-Arlington, 18-day extension granted for rail strike leaving 30-1/2 days liquidated damages withheld at $300 per day. A copy of our letter recommending on this request is attached.

2. Contract No. 7513, Emigrant Hill, 114 days liquidated damages at $50 per day withheld. We can find no request for time extension from the contractor. No further action was ever taken.

3. Contract No. 7337, LaGrande Section, 158 days liquidated damages at $500 per day. The contractor made a request for time extension for reasons on which we found little validity. After meeting with the contractor to discuss the matter, he requested that he be given the opportunity to submit a new request. No further request has been forthcoming as yet. We still have this matter in bring-up situation. See my December 15, 1972 memorandum.

4. Contract No. 7597, West Linn Interchange, 34 days time extension was granted; 57 days liquidated damages still in effect at $100 per day. This time extension request was handled via the Bridge Section and further information should be available from them or from General Files.

As to the general question of our attempting to provide copies of material pertinent to the cause or causes for late completion of a project, it seems to me this would be a highly judgemental area. There is no one simple nice neat place to get this king of information. Weekly reports, diaries, change orders, the plans, the specifications (special and general), and correspondence which might be in Resident, Region or Salem offices could all be pertinent. I would not want to determine what is or is not pertinent to contract time in such a general way.

JAB:fw

Enc.

RAYMOND E. McGRATH
JOHN E. NORTH
WINCEL C. NELSON, JR.
ROBERT V. DWYER, JR.
ARTHUR D. O'LEARY
DAVID B. ANDERSON
DENNIS E. MARTIN
DAVID L. HEFFLINGER
GREGORY M. SCHATZ
JEFFREY L. STOEHR

LAW OFFICES
McGRATH, NORTH, NELSON, DWYER & O'LEARY
1601 WOODMEN TOWER
OMAHA, NEBRASKA 68102
TELEPHONE 402 341-3070

OF COUNSEL
RODNEY SHKOLNICK

NOTED
JACK L. SOLLIS

July 10, 1973

Mr. Jack L. Sollis
Room 408
State Highway Building
Salem, Oregon 97310

AIR MAIL SPECIAL DELIVERY

Dear Mr. Sollis:

This will confirm our recent telephone conversation regarding copies of logs for certain highway projects in the State of Oregon. We previously discussed ordering xeroxed copies of these logs based upon certain information I will set forth hereinafter; however, I would like to change that to certified copies, unless the cost increases substantially. In which case, I would like to have you call me collect in connection with the charge. In the event that the additional charge for certification is under $10.00, please do not call.

Our client is a manufacturer of lighting standards and in the cases mentioned in this letter, we're interested in any and all factors revealed by the logs which show any and all causes for delay in the completion of the job. As I mentioned to you, we are interested in determining the proximate cause or causes involved in the assessment of any liquidated damages. The specific references and information we are interested in therefore is any reference in the logs to the reasons for delays by the contractors such as strikes, weather, extensions of time to other suppliers and/or contractors, failure of material suppliers to get material to the site or otherwise supply it, or failure of any contractor to complete any part of the job on time or in time.

The projects we are interested in are as follows:

1. Quinton/Arlington - Contract No. 7399 - the period of time: August 1, 1970 to acceptance of project.

2. Emmigrant Hill Scale House - Contract No. 7513 - the period of time: January 1, 1971 to acceptance of project.

3. LaGrande Section - Old Oregon Trail Highway - Contract No. 7337 - time period: January 1, 1971 to acceptance of project.

4. West Linn Interchange East Portland Freeway - Contract No. 7597 - time period: June 1, 1971 to acceptance of project.

I would appreciate your early attention to this matter. Please send me a statement for costs incurred.

Very truly yours,

Bud

W. C. Nelson, Jr.

WCN jr/dm
Cc: Mr. Paul Lienemann
Mr. F. W. Stevens
Mr. Hal Smith

FORM 2-30 (REV. 10-69)

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
December 15, 1972

Routing
Bond
Walker
Johnson
Pease
Glenn
Litchfield
Berg

RECEIVED
DEC 15 1972
CONSTRUCTION
SECTION

E

SUBJECT: LaGrande Section
Contract No. 7337
Time Liquidated Damages

To: MEMO TO THE FILES

FROM: John A Bond
fw
John A. Bond
Construction Administration Engineer

A meeting was held in my office the morning of December 14 with Mr. Emil Sederstrom of the Gordon Ball Company, Bob Ellison From Bridge, Construction Engineer Keasey, and the writer present. This meeting was at the request of Mr. Sederstrom and was primarily to review the contractor's request for time extension on the LaGrande Bypass project which has 158 days liquidated damages amounting to $79,000 withheld from the contractor.

The contractor's request for extension has not been formally acted upon yet and was based entirely on alleged problems in securing zoning clearance on borrow sources. The Resident Engineer and Region have analyzed the request and submitted it to this office. The contents of the file were reviewed with Mr. Sederstrom and we expressed the opinion that from the material available so far there was little likelihood of recommending significant, if any, extension of the time.

The topsoil quantity overrun was then discussed and Mr. Sederstrom mentioned briefly several other possible items that could be considered for time extension. Mr. Sederstrom wanted the opportunity to present additional material to support his request. We agreed to take no further formal action at this time. Any additional material is to be submitted directly to the field.

Mr. Sederstrom also mentioned four comparatively small claims they have presented on this project. One of them involves the AC penalties. John Walker advises that the AC penalties amount has been reduced after his review and this one is apparently resolved. Bob Ellison will check up on the status of one which concerned anchor bolt extensions on a structure. (He has since advised that this claim has not been received in Salem.) The contractor indicated he would drop all claims if the anchor bolt extension claim is approved.

The time extension request on Hot Lake Overcrossing, Contract No. 7367, was also briefly mentioned. Mr. Sederstrom did not indicate that any new material would be forthcoming on that one and Bridge plans to go ahead with a recommendation on it.

JAB:fw
cc: A. E. Johnson W. E. Schwartz R. W. Ellison

7337

Mat 4 5

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

DATE May 26, 1972

TO Mr. A. E. Johnson
Assistant State Highway Engineer

FROM Walter J Hart
Walter J. Hart
Bridge Engineer

SUBJECT Out-of-state Structural Steel Inspection Costs

#7337

Cy- Edwards
Adams
6-2-72

Attached is a tabulation showing structural steel inspection costs on certain contracts as performed by outside agencies.

The tabulation also shows an estimated cost for inspection using Oregon State Highway Division personnel. The tabulation indicates that inspection by Oregon Highway personnel would be slightly less than the cost actually incurred except in two instances. Inspection by the State of Utah on Contract 7539 was at an exceptionally low rate of $2.95 per ton. This is considerably below our estimate for inspection by Oregon state personnel and probably reflects the fact that several projects were being fabricated simultaneously. Inspection by Pittsburgh Testing Laboratory for Contract 7389 was done in Japan at a rate of $17.50 per ton. Our estimate for inspection by Oregon state personnel in Japan is slightly higher at a rate of $~~18.40~~ 19.50 per ton.

The following items were used in estimating inspection costs by Oregon State Highway personnel:

A. Inspector's basic salary plus 27% payroll burden.

B. Expense account allowance of $15 per day.

C. Transportation costs.

D. Miscellaneous Expenses.

E. Supervising engineers' periodic on-site inspections.

Under Item C, Transportation costs, it is assumed the inspector would use an Oregon State Highway Division vehicle while on the job and to transport himself to and from the fabrication plant, providing the plant is within the continental United States. One hundred dollars per month is allowed for use of the state-owned vehicle. In Japan a rate of $200 per month is used. This is lower than the price quoted by commercial rent-a-car companies.

NOTED
A. E. JOHNSON

Mr. A. E. Johnson
May 26, 1972
-2-

However, it is felt that transportation arrangements in Japan can be made within the amount allowed. Travel to and from Japan by air is also included.

RWE:ag:dh
Attachment

cc John Jenkins
J. H. Wood

RECEIVED
JUN 1 1972
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 2 1972
OFFICE OF
STATE HIGHWAY ENGINEER

STRUCTURAL STEEL INSPECTION COSTS

Following are inspection costs for several selected projects.
PTL = Pittsburgh Testing Laboratory

Contract	Name	Inspector	Type	Cost	Estimated Cost for Oregon State Inspection
7151	Tualatin R.-Pacific Hwy.	Calif.	Fab.	15.00/Ton	$13.44/Ton
7276	Fremont Superstructure [Str. Steel only - no castings. Fab. in Calif. & Indiana]	PTL	Fab.-Paint	9.91/Ton	11.84/Ton
7337	LaGrande	Northern Testing Boise	Fab.	18.22/Ton	13.21
7539	Richland Int.-S.Baker Int.	Utah	Fab.	2.95/Ton	14.32
7389	Gladstone Int.-Oregon City [Fab. in Japan]	PTL	Fab.-Paint	17.50/Ton	19.50

5

7337

March 19, 1973

The Travelers Indemnity Company
Fidelity & Surety Department
700 Main Street
Hartford, Connecticut 06108

Gentlemen:

On March 9, 1973, we wrote to you concerning release of final payment on Contract No. 7337 awarded to Gordon H. Ball, Inc., for work on the La Grande Section of the Old Oregon Trail in Union County.

Final payment on this contract is $8,614.22 and the total contract amount is $10,356,524.77 including $104,110.93 for work performed under force account.

Very truly yours,

C. W. Hood, Secretary
OREGON STATE HIGHWAY COMMISSION

hs

cc Gordon H. Ball, Inc.
P. O. Box 897
Renton, Washington 98055

Gordon H. Ball, Inc.
300 Camille Avenue
Danville, California 94526

bc C. T. Kassey
Walt Hart
V. E. Skoog
Attn Dick Haack
W. E. Schwarz

5

7337

March 9, 1973

The Travelers Indemnity Company
Fidelity & Surety Department
700 Main Street
Hartford, Connecticut 06108

Gentlemen:

Contract No. 7337 awarded to Gordon H. Ball, Inc., for work on the La Grande Section of the Old Oregon Trail in Union County was completed on June 18, 1972, and accepted by the Highway Commission on March 7, 1973.

Final payment will be released to the contractor as soon as payment processing can be completed, but not before March 14, 1973.

You have been previously notified of claims filed against the contract.

Very truly yours,

C. W. Enna, Secretary
OREGON STATE HIGHWAY COMMISSION

hs

cc Gordon H. Ball, Inc.
P. O. Box 897
Renton, Washington 98055

Gordon H. Ball, Inc.
300 Camille Avenue
Danville, California 94526

bc C. T. Kessey
Walt Hart
V. E. Skoog
Attn: Dick Hacek
W. E. Schwartz

7337

March 7, 1973

TO Oregon State Highway Commission

FROM

F. B. Klaboe
State Highway Engineer

SUBJECT Highway Project Acceptance

Contract No. 7337 Work Completed June 18, 1972

Project La Grande

Highway Old Oregon Trail County Union

Type of Work Grading, Paving, Structures & Signing

Contractor Gordon H. Ball, Inc.

Recommended Acceptance Date March 7, 1973

The contractor has completed all work according to specifications, and I recommend your acceptance of the project. I will assume this matter has your approval unless advised to the contrary.

This item will be on the agenda at the Commission meeting on April 17, 1973 for your formal concurrence.

VG:dg

cc U. W. Head
A. E. Johnson
L. H. Young
C. T. Keasey
W. J. Hart

RECEIVED
[illegible] 1972
FOR FILING

7337

December 21, 1972

California-Pacific Utilities Company
P. O. Box 790
La Grande, Oregon 97850

Attention: T. K. Gurney
District Manager

Gentlemen:

Thank you for your letter of December 19 advising us that you have received a claim check amounting to $300.84 from The Travelers Indemnity Company on August 11, 1972.

This appears to be in reference to the Gordon H. Ball, Inc., Contract No. 7337 for work on the La Grande Section of the Old Oregon Trail in Union County.

This information is being noted in our records and we will advise the surety and the principal contractor of your letter.

Very truly yours,

C. W. Mead, Secretary
OREGON STATE HIGHWAY COMMISSION

CWM:fm

cc Gordon H. Ball, Inc.
P. O. Box 897
Renton, Washington 98055

The Travelers Indemnity Company
700 Main Street
Hartford, Connecticut 06108

NOTED ON CARD
12-21-72
fm

CALIFORNIA-PACIFIC UTILITIES COMPANY
P. O. BOX 790
LA GRANDE, OREGON 97850

December 19, 1972

Oregon State Highway Division
Highway Building
Salem, Oregon 97310

Attention: Floyd Query, Secretary

Gentlemen:

We received the claim check amounting to $300.84 from The Travelers Indemnity Company on August 11, 1972. Our claim was against Gordon H. Ball, Inc.

Thank you for your help in this matter.

Yours truly,

T. K. Gurney
District Manager

cc: C. S. Rasmussen

RECEIVED
DEC 20 1972
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RECEIVED
DEC 20 1972
FOR FILING

7337

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
December 15, 1972

NOTED
A. E. JOHNSON

SUBJECT: LaGrande Section
Contract No. 7337
Time Liquidated Damages

To: MEMO TO THE FILES

FROM: John A. Bond fw
John A. Bond
Construction Administration Engineer

RECEIVED
DEC 15 1972
OFFICE OF
A. E. JOHNSON
ASSISTANT STATE HIGHWAY ENGINEER

A meeting was held in my office the morning of December 14 with Mr. Emil Sederstrom of the Gordon Ball Company, Bob Ellison From Bridge, Construction Engineer Keasey, and the writer present. This meeting was at the request of Mr. Sederstrom and was primarily to review the contractor's request for time extension on the LaGrande Bypass project which has 158 days liquidated damages amounting to $79,000 withheld from the contractor.

The contractor's request for extension has not been formally acted upon yet and was based entirely on alleged problems in securing zoning clearance on borrow sources. The Resident Engineer and Region have analyzed the request and submitted it to this office. The contents of the file were reviewed with Mr. Sederstrom and we expressed the opinion that from the material available so far there was little likelihood of recommending significant, if any, extension of the time.

The topsoil quantity overrun was then discussed and Mr. Sederstrom mentioned briefly several other possible items that could be considered for time extension. Mr. Sederstrom wanted the opportunity to present additional material to support his request. We agreed to take no further formal action at this time. Any additional material is to be submitted directly to the field.

Mr. Sederstrom also mentioned four comparatively small claims they have presented on this project. One of them involves the AC penalties. John Walker advises that the AC penalties amount has been reduced after his review and this one is apparently resolved. Bob Ellison will check up on the status of one which concerned anchor bolt extensions on a structure. (He has since advised that this claim has not been received in Salem.) The contractor indicated he would drop all claims if the anchor bolt extension claim is approved.

The time extension request on Hot Lake Overcrossing, Contract No. 7367, was also briefly mentioned. Mr. Sederstrom did not indicate that any new material would be forthcoming on that one and Bridge plans to go ahead with a recommendation on it.

JAB:fw
cc: A. E. Johnson ✓ W. E. Schwartz R. W. Ellison

RECEIVED [illegible]

FOR FILING
UTILITY UNIT
OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310 378-6511

5

NOTED
A. E. JOHNSON

7337

November 22, 1972

Union Pacific Railroad Company
628 Pittock Block
Portland, OR 97205

671

ATTENTION: Mr. L. T. Monaco

RE: Haul Rd. Agreements
La Grande Section
Old Oregon Trail Highway
Union County
Project No. I-80N-6(42)256
Contract No. 7337
R/W File: 41724
Your File: 30045
and 30046

Gentlemen:

This is in reply to your letter dated November 7, 1972, wherein you advise that the above-captioned Haul Road agreements will expire on April 20, 1973.

This is to advise that renewal will not be necessary for these two agreements. Thank you for your cooperation in this matter.

Very truly yours,
ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Railroad and Utility Engineer

TWL:jly

bc: A. E. Johnson w/att.
C. T. Keasey "
R. N. Chase "
W. J. Hart "
V. E. Skoog "
D. H. Moehring "
J. L. Sollis "
W. E. Schwartz "
R. L. Feller "

RECEIVED
NOV 24 1972
OFFICE OF
A. E. JOHNSON
ASSISTANT STATE HIGHWAY ENGINEER

LaGrange Sec
Cont. No. 7337

5

11-21-72

RELEASE

This release entered into on November 21, 1972, in the City of LaGrande, County of Union, State of Oregon, between Gordon H. Ball, Inc., located at 300 Camille Avenue, Danville, California and Mrs. Lester McClune located at Black Hawk Trail, LaGrande, Oregon, with reference to Conditional Use Permit dated March 24, 1970, for removal of material from Walter H. Sweet property for use on State Highway Contract 7337.

In consideration of $100.00 paid in hand to Mrs. McClune relinquishment of her respective legal rights, her heirs, executors, successors, administrators, and assigns, hereby waives, releases and forever discharges Gordon H. Ball, Inc., from any claim, demands, liabilities, and obligations of whatsoever kind and character, arising out of or in connection with this use permit or contract.

WITNESS:

MRS. LESTER McCLUNE
Mrs. Helen McClune

Send Copy to
Vince Gallagher
W.E. Schwartz

OREGON STATE HIGHWAY DIVISION
RESIDENT CONSTRUCTION ENGINEER
RECEIVED
DEC 4 1972
NOTED:
☐ ☐ ☐

NOTED
F. F. HILDEBRANDT

File

Copy. Dick Feller
OSHD
LaGrande

Emil

5

397

FORM E-30

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
August 21, 1972

7337

SUBJECT: Mrs. Lester McClune
Mr. D. A. Jordan
Complaints against Gordan
Ball Construction Company
La Grande Section - Contract 7337

To:

Mr. A. E. Johnson
Assistant State Highway Engineer

SALEM

We have investigated the complaint by the Union County Planning Commission concerning the Gordan Ball Construction Company with the construction of the La Grande section. Attached is a copy of a report from the Resident Engineer on the project.

Apparently Mrs. McClune would be well satisfied if a section of fence was constructed as shown on the attached sketch, and by a copy of this letter to the Resident Engineer we are instructing him to have Gordan H. Ball do this work at no cost to the State.

The area that Mr. Jordan is complaining about was utilized for topsoil source and based on the amount of material incorporated in the project, the average depth of removal was 1.81 feet. Admittedly the Conditional Use Permit says 1.64 feet. With quantities involved we do not feel the additional .17 feet of the average depth is unreasonable.

In view of the fact that State forces have seeded and fertilized the two embankment material borrow sources on this project it is recommended that the State also seed this topsoil source to prevent erosion and undesirable sand blowing conditions.

We have attached a sketch map that shows Mr. Jordan's property adjacent to this topsoil source. We understand Mr. Jordan has plans to develop a trailer court in the area, and if we do not seed this, undoubtedly we will have further complaints.

We have also instructed the Resident Engineer to prepare a State Force Order to do this seeding and fertilizing. Joe Hay, the Division's Agronomist, estimates the cost at $100 per acre and there are approximately 42 acres involved.

W. E. Schwartz
Regional Engineer

By

Alfred Shirley, Jr.
Regional Construction Engineer

ASJ/bv
Attachments
cc: G. M. Baldwin
T. E. Edwards
F. B. Klaboe
C. T. Keasey
R. L. Feller

RECEIVED
AUG 22 1972
OFFICE OF
ADMINISTRATOR OF HIGHWAYS

OREGON STATE HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

4730

FILED
NOV 10 1972
CLAY MYERS
SECRETARY OF STATE

7337

November 9, 1972

Charles R. Cater
Attorney at Law
Cater Building
P. O. Box 221
La Grande, Oregon 97850

NOTED ON CARD
11-13-72 KO

Dear Mr. Cater:

This is in reply to your letter of November 7, 1972, on behalf of La Grande Concrete Pipe Company stating that Gordon H. Ball, Inc., owes them $9,149.90 for pipe.

This appears to be in reference to the Gordon H. Ball, Inc., Contract No. 7337 for work on the La Grande Section of the Old Oregon Trail in Union County.

The Travelers Indemnity Company furnished the performance bond on this contract. We will advise them of the receipt of this claim letter, and we will also forward it to the Secretary of State for filing.

Please advise this office when this claim has been paid.

Very truly yours,

ORIGINAL SIGNED
C. W. HEAD

C. W. Head, Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:dr

cc The Travelers Indemnity Company
700 Main Street
Hartford, Connecticut 06103

Gordon H. Ball, Inc.
P. O. Box 897
Renton, Washington 98055

RECEIVED
NOV 1 3 1972
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

bc Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

CHARLES R. CATER
ATTORNEY AT LAW
CATER BUILDING
P. O. BOX 221
LA GRANDE, OREGON 97850

CHARLES R. CATER
MICHAEL V. JOHNSON

TELEPHONE 963-4531

7 November 1972

Oregon State Highway Department
State Highway Building
Salem, Oregon 97310

Re: Gordon H. Ball, Inc. - La Grande Concrete Pipe
(Aaron Logsdon) Account

Gentlemen:

You are hereby notified that there is still due and owing to La Grande Concrete Pipe Company, owned by Aaron Logsdon, for pipe purchased on the State Highway job here, an amount of $9,149.90. This came about through Purchase Order No. 501-64729, dated February 5, 1970, under the La Grande By-Pass Contract No. 7337.

Following are the items covered by that order:

300 feet 8 inch extra strength pipe @ 90¢ ----------------------------------	$ 270.00
836 feet 12 inch class 3 pipe @ $1.65-	1379.40
150 feet 12 inch class 5 pipe @ $2.65-	397.50
2040 feet 18 inch class 3 pipe @ $3.05-	6832.00
150 feet 21 inch class 3 pipe @ $4.60-	690.00
590 feet 15 inch class 5 pipe @ $3.50-	2065.00
Total ---------------	$11,633.90
Credit for pipe returned:	
360 feet 27 inch class 3 pipe @ $6.90 ------------------------------	2484.00
Balance due ---------	$ 9,149.90

We would appreciate what you can do to procure payment of this account. Thank you.

Sincerely yours,

Charles R. Cater

CRC/bja

cc: Mr. Aaron Logsdon
1201 Alder Street
La Grande, Oregon

RECEIVED
OCT 16 1972

FOR FILING

7337

October 16, 1972

Black, Helterline, Beck & Rappleyea
12th Floor
The Bank of California Tower
Portland, Oregon 97205

Attention: Charles J. Strader

Gentlemen:

This is in reply to your letter of October 6 concerning the status of the Gordon H. Ball, Inc., Contract No. 7337 in Union County.

This contract was completed June 18, 1972, but has not yet been accepted by the Oregon State Highway Commission. Our Construction Office informs us that this job should be ready for acceptance some time this month.

Very truly yours,

C. W. Mead, Secretary
OREGON STATE HIGHWAY COMMISSION

CWM:dr

LAW OFFICES OF
BLACK, HELTERLINE, BECK & RAPPLEYEA
12TH FLOOR
THE BANK OF CALIFORNIA TOWER
PORTLAND, OREGON 97205

HARVEY N. BLACK
JOHN R. APICELLA (1966)
RUSSELL M. HELTERLINE
BORDEN F. BECK, JR.
GUY J. RAPPLEYEA
CHARLES J. STRADER
H. KENT HOLMAN
GEORGE C. SPENCER
STEVEN R. SCHELL
RICHARD N. ROSKIE
JAMES E. PETERSEN
CRAIG M. CHISHOLM

CABLE ADDRESS BLACAP
TELEPHONE 224-5560

October 6, 1972

Oregon State Highway Department
Salem, Oregon

Re: Your Contract No. 7337--Gordon H. Ball, Inc.

Gentlemen:

This office represents a contractor who did certain work on the above-captioned project as a subcontractor for Gordon H. Ball, Inc.

✓ Can you advise us whether or not the State Highway Department has formally accepted the project, or if not, what matters might still be in dispute, or when formal acceptance might be expected?

Our client has a dispute with Gordon H. Ball, Inc. over the balances due to it for its performance of work on the project, and Gordon H. Ball, Inc. has indicated it will not discuss final settlement of the account until the project is formally accepted by the Oregon State Highway Department.

We would appreciate information concerning the above at the earliest convenience.

Yours very truly,

CJS/mp

Not yet accepted

RECEIVED
OCT 10 1972
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

5

RECEIVED
SEP 20 1972
FOR FILING

7337

Form FHWA-121 (1

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
P.O. Box 300
Salem, OR 97308

DATE: September 18, 1972

In reply refer to: 10-35-DA

TO : Mr. George M. Baldwin, Administrator of Highways
Salem, Oregon

FROM : Mr. G. L. Green, Acting Division Engineer
for Salem, Oregon

SUBJECT: Oregon Project I-80N-6(42)256
Old Oregon Trail
State Force Order No. 11
Total estimated amount of the Order - $4,200.00
Federal participation - $3,780.00

Reference is made to your letter dated September 7, concerning subject order.

The use of State Forces is approved as being in the public interest in accordance with PPM 21-6.2 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.
2. The State has trained men and specialized equipment to perform the work most economically.
3. The amount of the work is too small to warrant a separate contract.

Equipment rental rates will be according to a schedule that has been previously approved by this office for use on force account work.

Reimbursement is to be made on an actual cost basis. A signed copy of the order is returned herewith.

Enclosure
State Force Order No. 11

RECEIVED
STATE HWY ENGR
SEP 19'72
REFER TO
FOR

9-19-72
AYoung

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
SEP 8 - 1972

7337

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

DATE September 7, 1972

TO
G. L. Gramm, Acting Division Engineer
~~R. E. Simpson, Division Engineer~~
Federal Highway Administration
Post Office Box 300
Salem, Oregon 97308

Federal-aid Project
No. I-80N-6(42)256

FROM
George M. Baldwin
Administrator of Highways
ORIGINAL SIGNED BY
by R. D. ASBURRY
L. H. Young
Programing Engineer

SUBJECT Request Change Order Approval

Contract 7337 , State Force Order No. 11

Project La Grande

Highway Old Oregon Trail

County Union

This Order covers the cost to seed and fertilize a topsoil borrow area located outside the project limits. This area is subject to complaints from adjacent property owners to the County Planning Commission as a dust nuisance. The State has the necessary equipment and trained personnel to perform the work.

The estimated cost of this work is $4,200.00 with Federal participation in the amount of $3,780.00. Reimbursement on an actual cost basis is requested.

Copies of the Engineer's letter of explanation are attached.

This work was tentatively recommended for approval by the Federal Highway Administration Area Engineer, August 28, 1972.

Your approval as of August 28, 1972 is requested.

BMW:bb
Attach.

RECEIVED
AUG [illegible] 1972

FOR FILING

7337

August 29, 1972

Mr. Karl R. Stone, Administrator
Union County Planning Commission
P. O. Box 760
La Grande, OR 97850

Dear Mr. Stone:

Reference is made to your letter of August 9 addressed to Mr. Floyd Query concerning two complaints against Gordon Ball Construction Company in Union County.

Our Resident Engineer, Mr. Richard Feller, has contacted Mrs. Lester McClune concerning damage to her fence. She has requested that her fence be rebuilt and we are instructing Gordon Ball Construction Company to do so to her satisfaction.

Mr. Feller also contacted Mr. Don Jordan and determed that Mr. Jordan's main objection is that the area from which material was borrowed is unsightly and presents a dust problem to his place of residence which is immediately downwind from the site. He insisted that the area be reseeded to alleviate this condition and we are arranging with Gordon Ball Construction Company to seed and fertilize the entire area.

We are sure that the above two actions will reconcile both complaints.

Very truly yours,

George M. Baldwin
Administrator of Highways

By

Tom Edwards
State Highway Engineer

bc: George M Baldwin
F. B. Klaboe
A. E. Johnson
C. T. Keasey
W. E. Schwartz

AEJ:ja dps

FORM E-30 (REV. 10-69)

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
August 21, 1972

SUBJECT: Mrs. Lester McClune
Mr. D. A. Jordan
Complaints against Gordan
Ball Construction Company
La Grande Section - Contract 7337

To:

Mr. A. E. Johnson
Assistant State Highway Engineer

SALEM

We have investigated the complaint by the Union County Planning Commission concerning the Gordan Ball Construction Company with the construction of the La Grande section. Attached is a copy of a report from the Resident Engineer on the project.

Apparently Mrs. McClune would be well satisfied if a section of fence was constructed as shown on the attached sketch, and by a copy of this letter to the Resident Engineer we are instructing him to have Gordan H. Ball do this work at no cost to the State.

The area that Mr. Jordan is complaining about was utilized for topsoil source and based on the amount of material incorporated in the project, the average depth of removal was 1.81 feet. Admittedly the Conditional Use Permit says 1.64 feet. With quantities involved we do not feel the additional .17 feet of the average depth is unreasonable.

In view of the fact that State forces have seeded and fertilized the two embankment material borrow sources on this project it is recommended that the State also seed this topsoil source to prevent erosion and undesirable sand blowing conditions.

We have attached a sketch map that shows Mr. Jordan's property adjacent to this topsoil source. We understand Mr. Jordan has plans to develop a trailer court in the area, and if we do not seed this, undoubtedly we will have further complaints.

We have also instructed the Resident Engineer to prepare a State Force Order to do this seeding and fertilizing. Joe Hay,

RECEIVED
AUG 22 1972
OFFICE OF
A. E. JOHNSON
ASSISTANT STATE HIGHWAY ENGINEER

SP*52475-724

the Division's Agronomist, estimates the cost at $100 per acre and there are approximately 42 acres involved.

W. E. Schwartz
Regional Engineer

By

Alfred Shirley, Jr.
Regional Construction Engineer

ASJ/bv
Attachments
cc: G. M. Baldwin
T. E. Edwards
F. B. Klaboe
C. T. Keasey
R. L. Feller

FORM E-30 (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

☐ RE ☑ RCE ☐ RBE ☐ RME
☒ ROE
☐ ☐ ☐

AUG 18 1972
RECEIVED
REGIONAL OFFICE

August 17, 1972
La Grande, Oregon

SUBJECT: La Grande Section
Contract No. 7337

To:
W. A. Schwartz
Region Engineer
LA GRANDE

An Investigation of the complaints listed in the letter dated Aug. 9, 1972 from Karl R. Stone, Administrator for the Union County Planning Commission, has been completed and herewith reported.

MRS. LESTER McCLUNE:

Mrs. McClune is concerned that, due to the lack of a buffer zone between the excavation area of the Sweet Borrow Source and her line fence, the cut slope is likely to erode away from the rock crib at her fence corner and the subsequent damage will have to be repaired at her expense. This erosion, if it occurs, will also destroy the usefulness of a small area of her field.

You will note that on page 2 (paragraph #2) of the conditional use permit from the County, "That there be a buffer zone adjacent to the McClune property, that is to say -- there shall be no excavation within thirty (30) feet of the McClune boundaries". Although, in my opinion, extensive erosion of this slope is not very probable, it is possible. In view of the fact that Gordon Ball Inc. has failed to live up to the terms of their permit it would appear to me that they should be forced to comply with Mrs. McClune's wishes.

Mrs. McClune indicated to me in our conversation of yesterday afternoon that she would prefer the contractor rebuild the fence (as shown on accompanying sheet #4A of the project plans) to any monetary settlement as she would have to hire this work preformed and doesen't know what the cost would be. If this were done she is willing to forget the 1200 sq. ft. of land loss this solution incurs.

MR. DON JORDAN:

According to Mr. Jordan he is complaining mainly as an interested citizen who feels the public trust has been violated. Mr. Jordan's contention that the area is an unsightly hole is, in my opinion, open to speculation and his estimation of well over 300,00 cu. yds. of material removed is erroneous (actual measured removal = approximately 140,000 cu. yds. for a computed average depth of 1.81 feet). His

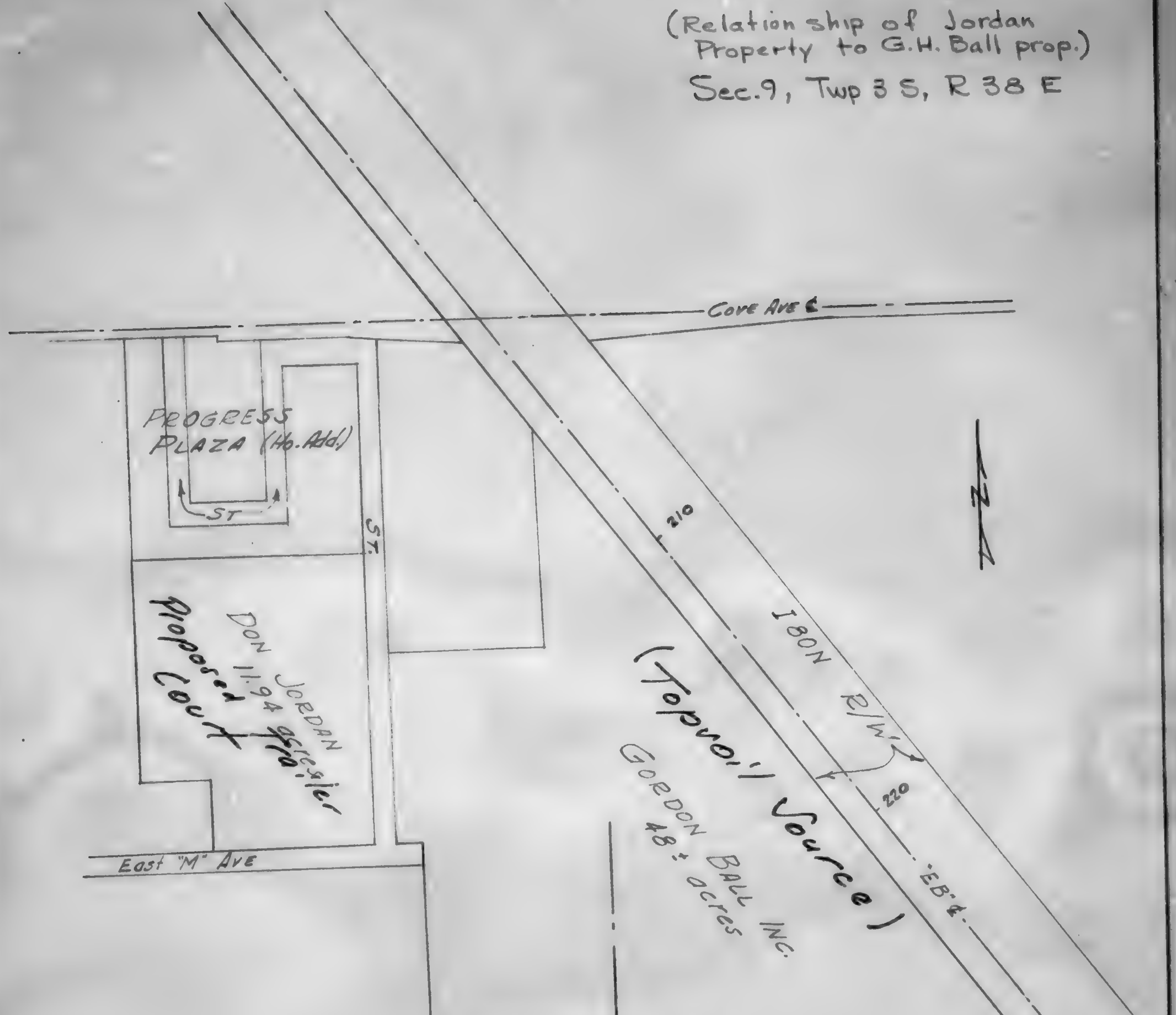
(More)

contention that this land is no longer suitable for agriculture is true as the topsoil was removed all the way to the underlying strata of gravel over much of the area. Mr. Jordan's only personal objection is that his residence is immediatly downwind of the site and that during the periods of frequent high winds, common to this area, his property is pelted with dust storms that are not only a nuisance but the sand blasting effect is damaging the homes in his neighborhood. He will insist that the area be reseeded to alleviate this condition. In view of the fact that we have already reseeded the other two private borrow areas for the project with State Forces, I would recommend we do the same with this one. It will be necessary to employ a hydro-seeder to perform this work due to the rocky condition of the area to be seeded.

Yours Truly

Richard L. Felder
Res. Engr.

SKETCH MAP
1" = 400'
(Relationship of Jordan Property to G.H. Ball prop.)
Sec. 9, Twp 3 S, R 38 E



PRESIDENT—GLEN McKENZIE, Summerville
VICE-PRES.—ROY SKEEN, La Grande

MEMBERS:
ROBERT CAREY, La Grande
WILLIAM COOPER, Union
BEN ROBINSON, Imbler
LESLIE KEFFER, La Grande
ROBERT WILES, Elgin
GUY SMITH, North Powder
MERRELL CONLEY, Cove

KARL R. STONE, Administrator
Phone 963-2127 Ext. 9

UNION COUNTY
PLANNING COMMISSION
ROOM 220 * * FEDERAL BUILDING
P. O. Box 760
LA GRANDE, OREGON 97850

COUNTY COURT MEMBERS:
EARLE MISENER, Judge
RUSSELL ELMER, Alicel
ROLAND SCHAAD, La Grande

August 9, 1972

REFERRED TO
Baldwin
BY SECRETARY

Copy to Stone

Edwards for reply
8-11

Mr. Floyd Query
Secretary, Highway Commission
121 State Highway Building
Salem, Oregon 97310

Dear Sir:

We have received two complaints against Gordon Ball Construction in Union County where it is felt that contracts were not complied with.

Mrs. Lester McClune complained of damage to her fence line approximately $100 by digging too close to the fence. The ordinance says there shall be no excavation within 30 feet of the McClune boundaries.

We are enclosing a letter from Mr. Don Jordan concerning the second complaint.

Before these files are closed we want these matters looked into and reconsiled.

Sincerely yours,

Karl R. Stone
Karl R. Stone, Administrator

RECEIVED
AUG 11 1972
OFFICE OF
ADMINISTRATOR OF HIGHWAYS

Enclosure

cc: Richard Feller
Gordon Ball
Mrs. Lester McClune
Don Jordan
Mr. Schwartz

RECEIVED
AUG 11 1972
OFFICE OF
STATE HIGHWAY ENGINEER

Aug 11

Mr. Stone,
I am referring a copy of your letter and Mr. Jordans letter to Mr. George Baldwin, Highway Administrator, for such action as is necessary.

RECEIVED
AUG 11 1972
OREGON
STATE HIGHWAY COMMISSION

La Grande Oregon
August 5, 1972

Union County Planning Commission
Room 220 Federal Building
P.O. Box 760
La Grande, Oregon

Att: Karl Stone

Dear Mr. Stone,

April 16, 1971, The Union County Planning Commission granted to Lloyd Hill, F.H. Hill and Marjorie L. McClure a conditional use permit for removal of top soil from property they owned, and subsequently sold to Gordon H. BaLL, Inc., This property is generally located by County Road on the West, Cove Ave. on the North and Highway 80-n on the East.

To quote the Conditional Use Permit granted, beginning with line 11;

QUOTE: "Permission is hereby granted to the applicants to use all of that real property in the industrial zone described in the attached exhibit so as to reclaim the level of the property, so as to make it more suitable for agricultural purposes and industrial uses, which includes the removal of top soil in a workmanlike and uniform manner. This use shall expire 365 days after the date hereof, but the removal of top soil to be limited to 130,000 yards with an average depth of removal amounting to 1.64 feet as specified in presentation of application and accompanying maps." END QUOTE

The top soil on the above property was removed by Gordon H. Ball, Inc to a depth of 3 to 6 feet which is in direct violation of the conditional use permit. I would estimate that well over 300,000 yards of top soil was removed from the property, which totally destroyed it for agricultural purposes.

You will recall that prior to the granting of this permit, Gordon H. Ball, Inc. and the State of Oregon solemnly pleged "there will be no unsightly holes left along the freeway and that the State would strictly enforce these rules and regulations". It would appear that again our trusts have been violated.

I bring this matter to your attention for the consideration of the Planning Commission and the District Attorney for action necessary to correct violations of the above Conditional Use permit as issued.

Settlement with Gordon H. Ball should be delayed until this matter is thourgly investigated and corrected.

Sincerely,

DA Jordan

D.A. Jordan

7337 Const Report #132 S

FORM E-1 (REV. 12-66)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: La Grande

WEEK ENDING: August 11, 1972

SECTION PREFIX: 631-1067

HIGHWAY: Old Oregon Trail

COUNTY: Union

NAME OF JOB: La Grande Section

KIND OF WORK: Grading, Paving, Structures & Signing

CONTRACTOR: Gordon H. Ball Inc.

CONTRACT NUMBER: 7337

FEDERAL AID PROJECT NUMBER: I-80N-6(42)256

DATE OF CONTRACT: January 16, 1970

DATE WORK STARTED: February 18, 1970

ESTIMATED COMPLETION DATE: August 15, 1972

AVERAGE FORCE ON PROJECT FOR THE WEEK:

SPECIFIED WORK DAYS:

WORK DAYS USED: 628

MEN: SUPERVISION:

SPECIFIED CALENDAR DAYS: a.90 b.470

CALENDAR DAYS USED:

SPECIFIED COMPLETION DATE:

PERCENT OF TIME ELAPSED: 133.6

PROJECT AUTHORIZATION: $12,366,409.50

EXCLUSIVE OF ENGINEERING: $11,487,020.38

ENGINEERING AUTHORIZATION: $879,389.12

This week 4,814.

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 99.9

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $11,130,574.72

ENGINEERING COST TO DATE: $840,000.

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 96.8

ESTIMATED PERCENT: OVERRUN / UNDERRUN: 3.1%

PERCENT OF AUTHORIZATION: 96 %

DATE PROJECT WAS COMPLETED:

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		
100	100	100	100	100	100		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	6.32	6.32		6.32	6.32
MILES PARTIALLY COMPLETED	6.32	6.32		6.32	6.32
MILES COMPLETED	6.32	6.32		6.32	6.32
TOTAL ESTIMATED QUANTITIES (CONTRACT)	3,835,000	497,000 Ton		58,800 Ton	173,300 yd^2
TOTAL QUANTITIES CORRECTED TO DATE	3,475,308	458,581		66,148	167,717
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	3,475,308	458,581		66,148	167,717
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT	SEE BRIDGE SHEETS							

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY Aug. 6	Hot	1		
MONDAY 7	Hot	1		
TUESDAY 8	Hot	1		
WEDNESDAY 9	Hot	1		
THURSDAY 10	Pt. cloudy, hot	1		
FRIDAY 11	Pt. cloudy, hot	1		
SATURDAY 5	Hot	1		

Routing
Kessey K — RECEIVED — Posse
Bond — AUG 14 1972 — Glenn
Walker — Litchfield
Johnson — CONSTRUCTION SECTION — Berg

BEN GIFFORD

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	No activity.
MONDAY	No activity.
TUESDAY	No activity.
WEDNESDAY	No activity.
THURSDAY	No activity.
FRIDAY	No activity.
SATURDAY	No activity.

REMARKS

GD Allstott

SIGNED R. L. Feller by GD Allstott Officeman LOCATION La Grande

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F216

FORM E-1 (REV 10-63)

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: La Grande

WEEK ENDING: August 11, 1972

SECTION PREFIX: 631-1067

HIGHWAY: Old Oregon Trail

COUNTY: Union

NAME OF JOB: La Grande Section

KIND OF WORK: Structures

CONTRACTOR: Gordon H. Ball, Inc.

CONTRACT NUMBER: 7337

FEDERAL AID PROJECT NUMBER:

DATE OF CONTRACT:

DATE WORK STARTED:

ESTIMATED COMPLETION DATE:

AVERAGE FORCE ON PROJECT FOR THE WEEK:

MEN: SUPERVISION:

SPECIFIED WORK DAYS

SPECIFIED CALENDAR DAYS

SPECIFIED COMPLETION DATE

WORK DAYS USED

CALENDAR DAYS USED

PERCENT OF TIME ELAPSED

PROJECT AUTHORIZATION: $

EXCLUSIVE OF ENGINEERING: $

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING $

ESTIMATED PERCENT: OVERRUN UNDERRUN . . . . . . %

ENGINEERING AUTHORIZATION $

ENGINEERING COST TO DATE $
This week $0.00

PERCENT OF AUTHORIZATION . . . . . . %

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION

DATE PROJECT WAS COMPLETED:

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	9630 & A	9630B	9631 & A	9632 & A	9633	9635 & A		
PERCENT	100 & 100	100	100 & 100	100 & 100	100	100 & 100		

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY				
SATURDAY				

Routing
Keasey RECEIVED Pease
Bond Glenn
Walker AUG 14 1972 Litchfield
Johnsen CONSTRUCTION SECTION Berg

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY 6	No job activity.
MONDAY 7	No job activity.
TUESDAY 8	No job activity.
WEDNESDAY 9	No job activity.
THURSDAY 10	No job activity.
FRIDAY 11	No job activity.
SATURDAY 5	No job activity.

REMARKS

Status:

All structures are complete.
Signing is complete.
Illumination is 100% complete. The contractor completed the sandblasting and painting of illumination poles Saturday July 15, 1972, which completed the illumination.

SIGNED ______ LOCATION La Grande
H. N. Van Cleave

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

58-5718

5

RECEIVED
AUG 10 1972
FORM E-90-X 12-67
FOR FILING

7337

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 9, 1972

SUBJECT: Vehicle Accident, May 3, 1972
LaGrande Section
Old Oregon Trail Highway
Contract No. 7337

To: L. I. Lindas
Chief Counsel

FROM: CT Keasey
C. T. Keasey
Construction Engineer

NOTED
A. E. JOHNSON

On May 24, 1972, a report was forwarded to you regarding an auto accident which occurred near the intersection of Cove Avenue and a county road on the subject project.

We now have correspondence from Charles R. Cater, Attorney representing William L. Williamson, the subject involved in that accident. Mr. Cater apparently is representing Mr. Williamson through the Argonaut Insurance Company who feel that the Highway Division shares some liability in this case and they are asking for payment of Mr. Williamson's damages.

Would you please take appropriate action.

CTK:fw

cc A. E. Johnson
W. E. Schwartz

RECEIVED
AUG 9 1972
OFFICE OF
A. E. JOHNSON
ASSISTANT STATE HIGHWAY ENGINEER

7.

Williamson
[illegible]

CHARLES R. CATER
ATTORNEY AT LAW
CATER BUILDING
P. O. Box 221 LA GRANDE, OREGON 97850 TELEPHONE WO 3-4531

2 August 1972

AUG 4 1972
RECEIVED
REGIONAL OFFICE

Oregon State Highway Dept.
La Grande Office
La Grande, Oregon

Re: William L. Williamson vs. Gordon H. Ball, Inc.
and Oregon State Highway Department
Date of Accident: 5-3-72

Gentlemen:

I represent Mr. Williamson in connection with the damage to his motor vehicle which occurred on the date indicated. I am enclosing herewith a photocopy of the letter I received from Argonaut Insurance Companies dated July 28, 1972. Evidently that company feels that the highway department shares the liability in this case.

The purpose of this letter is to ask you to participate in the payment of Mr. Williamson's damages. I would appreciate knowing the name and address of your insurance company in this matter. Thank you.

Sincerely yours,

Charles R. Cater

CRC/bja
Encl.

cc: Mr. William L. Williamson
2005 Second Street
La Grande, Oregon

RECEIVED
AUG 8 - 1972
FOR FILING

7337

August 4, 1972

TO G. L. Green, Acting Division Engineer
Federal Highway Administration

Federal-aid Project
No. I-80N-6(42)256

FROM George M. Baldwin
Administrator of Highways

by ORIGINAL SIGNED BY
R. D. ASBURRY

L. H. Young
Programing Engineer

SUBJECT Request Change Order Approval

Contract 7337 Extra Work Order No. 15

Project La Grande

Highway Old Oregon Trail

County Union

The intent of this order is to bring the Ore Dell Quarry Site into a condition to meet final inspection requirements. The quarry was not in an acceptable condition when the contractor moved his equipment onto the site. This order covers the cost of cleaning up the areas not disturbed by the contractor's operations.

Copies of the Engineer's letter of explanation are attached.

This work was tentatively recommended for approval by the Federal Highway Administration Area Engineer July 29, 1972.

Your approval as of July 29, 1972 is requested.

Attachments

[illegible]:js

S

RECEIVED
[illegible] 1972
FILING

1859

7337

Claim 478

FILED
JUL 21 1972
CLAY MYERS
SECRETARY OF STATE

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

July 20, 1972

California-Pacific Utilities Company
P. O. Box 790
La Grande, Oregon 97850

Attention: T. K. Gurney, District Mgr.

NOTED ON CARD
7-24-72 kl

Gentlemen:

This is to acknowledge receipt of your letter of July 17, 1972, with invoices advising us that Gordon H. Ball Construction, Inc., owes you for repair of gas main in the amount of $300.84.

This appears to be in reference to the Gordon H. Ball, Inc., Contract No. 7337 for work on the La Grande Section of the Old Oregon Trail in Union County.

The Travelers Indemnity Company furnished the performance bond on this contract. We will advise them of the receipt of your claim, and we will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

Very truly yours,

AL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc The Travelers Indemnity Co.
Fidelity & Surety Department
700 Main Street
Hartford, Connecticut 06103

Gordon H. Ball, Inc.
P. O. Box 897
Renton, Washington 98055

Gordon H. Ball, Inc.
300 Camille Avenue
Danville, California 94526

bc Commission
Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter

RECEIVED
JUL 24 1972
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

CALIFORNIA-PACIFIC UTILITIES COMPANY
P. O. BOX 790
LA GRANDE, OREGON 97850

July 17, 1972

Mr. Floyd Query, Secretary
State Highway Commission
121 State Highway Bldg.
Salem, Oregon 97310

Dear Mr. Query:

California-Pacific Utilities Company has an unsettled claim against Gordon H. Ball Construction, Inc. amounting to $300.84.

On September 3, 1971 Jack Armstrong, Jr., an employee of Gordon Ball, dug up a 2" gas distribution main with a caterpillar 966 rubber tired loader. He was attempting to recover a 1" air hose which was partially exposed above ground. Jack Armstrong, Sr., foreman for Gordon Ball, stated that the operator had no instructions to dig in the area.

Howard Case, Gas Department Supervisor, dispatched Grande Ronde Construction Co. to repair the broken gas line. The damage occurred in an area along Spruce St., where the Company had completed lowering our lines in August for new street construction at a cost of $2,265.00.

Gordon Ball officials Daryl Doyle and Edward Jolley refused to submit the claim to the insurer on the grounds that the line was above grade when in fact the line was 24" below grade.

We attach the claim detail and request that $300.84 be withheld and forwarded to California-Pacific Utilities Co., Box 790, LaGrande, Oregon 97850 before final payment is made to Gordon H. Ball Construction, Inc.

We appreciate the guidance of Bud Shirley and Dick Feller of the Oregon State Highway Department in this matter.

Very truly yours,

RECEIVED
JUL 18 1972
OREGON
STATE HIGHWAY COMMISSION

T. K. Gurney
District Mgr.

Cc

cc: R. Workman
C. S. Rasmussen
F. C. Hessler

NOTED
FLOYD QUERY

TO

DATE	
CUSTOMER ORDER NO.	
SALESMAN	
VIA	

TERMS:

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	# 7337		

TRIPLICATE

Thank You!

STATEMENT

Gordon H. Ball Construction, Inc.
P. O. Box 1066
La Grande, Oregon

IN ACCOUNT WITH
CALIFORNIA-PACIFIC UTILITIES COMPANY
550 CALIFORNIA STREET
SAN FRANCISCO, CALIFORNIA 94104

Terms NET

Date November 22 19 71

		Billing the cost of expenses incurred to repair our 2" gas main on West Spruce Street which was damaged by your crew on September 3, 1971.		
		Contract Labor	$ 300	64

RECEIVED
AUG 4 72
FOR FILING

STATE COPY

OREGON STATE
HIGHWAY DIVISION

7337

HIGHWAY BUILDING • SALEM, OREGON • 97310

TO
G. L. Green, Acting Division Engineer
XXXXXXXXXXXXXXXXXXXXXXX
~~R. E. Simpson, Division Engineer~~
Federal Highway Administration
Post Office Box 300
Salem, Oregon 97308

DATE July 19, 1972

Federal-aid Project
No. I-80N-6(42)256

FROM
George M. Baldwin
Administrator of Highways
by
for L. H. Young
Programing Engineer

ORIGINAL SIGNED BY
R. D. ASBURRY

NOTED
A. E. JOHNSON

Cy Const 8-3-72

SUBJECT Request: Contract Acceptance

Contract 7357 Work Completed June 18, 1972

Project La Grande

Highway Old Oregon Trail

County Union

We request that your office return a signed copy of this letter indicating acceptance or list conditions which would prevent your final acceptance of the contract work.

Acceptance Date 7-26-72

Conditions not acceptable: Reshaping and cleanup in rock borrow and crusher site was not satisfactory.

for G. L. Green
Acting Division Engineer

RECEIVED
AUG 3 1972
OFFICE OF
A. E. JOHNSON
ASSISTANT STATE HIGHWAY ENGINEER

VG:kds

cc: Tom Edwards
L. H. Young

RECEIVED
AUG 2 1972
OFFICE OF
STATE HIGHWAY ENGINEER

al
cc

RECEIVED
[illegible] 1972

7337

June 15, 1972

TO Mr. Glen L. Green
Acting Division Engineer
Federal Highway Administration

FROM A. E. Johnson
Assistant State Highway Engineer

SUBJECT Time Extension
La Grande Section
McAlister Lane Undercrossing
FAP No. I-80N-6(44)263
Contract No. 7366

The subject contract was awarded May 1, 1970 and allotted 335 calendar days to complete the work. This forecast a completion date of April 17, 1971.

Calendar days were not charged during the carpenters' strike, which shut down the work at the site from June 28, through July 11, 1971. When the only remaining work consisted of the shaping of slopes and slope paving, a stop work order was issued on August 15, 1971 and remained in effect for 241 days until work on the La Grande Section, Contract 7337, had progressed to the point where the subject project could be completed. The carpenters' strike and the stop work order adjusted the completion date to December 28, 1971. The work was completed April 14, 1972, with 443 calendar days charged, which is an overrun in contract time of 108 days.

The contractor has requested an extension of contract time because of delays outlined as follows:

1. Same Contractor for Contracts 7337 and 7366.

The contractor requested that the completion date of the subject contract equal the completion date of Contract 7337, since he had been awarded both projects and could accomplish the concrete finishing at one time.

(more)

Also, final items of work on the subject contract were controlled by work on Contract No. 7337.

The stop work order took into account the inability to complete work on the subject contract because of incomplete grading operations on Contract 7337. The scheduling of work between the two contracts does not affect the contract requirements. It is recommended that this reason for time extension be denied.

2. Unusually Inclement Weather

The contractor asserts that extremely severe weather including high winds delayed the project. An extensive study by the resident engineer indicates that the temperature range, precipitation, and wind velocity were not abnormal for this area and therefore cannot be construed as an Act of God. It is recommended that this reason for a time extension be denied.

3. Delays Associated with the Testing of Post-Tensioning Strands

Although not a part of the formal request for an extension of time, the contractor has indicated he is entitled to a 20-day time extension because of delays by the State in the testing of the post-tensioning strands for this project. The only delay to the project was when the contractor was prevented from stripping falsework for the structure for eight days while waiting for test results on the strand. However, had the contractor taken test samples earlier (and he had ample opportunity to do so) such a hold-up would not have occurred. It is recommended that this reason for a time extension be denied.

The structure was opened to traffic on August 12, 1971 and the contractor was charged three calendar days

(more)

from this date until the stop work order was made effective. The contractor was also charged three calendar days after the stop work order was rescinded until final job completion.

The Highway Division's legal counsel has advised us that once the bridge was open to two-way traffic and the public was able to fully utilize the facility, the State was not damaged and liquidated damages should not be assessed from the date of the opening. The Federal Highway Administration approved a similar restoration of liquidated damages by letter dated December 28, 1971, your File 08-35-DA, West Linn-Tualatin River Section, FAP No. I-205-7(11)294, Contract 7150.

With your concurrence, I propose to recommend to the Highway Commission that the contractor be granted a six-day extension of time without assessment of liquidated damages. Liquidated damages would be assessed for 102 days at $150 per day for a total of $15,300.

bc George M. Baldwin
Tom Edwards
F. B. Klaboe
Walt Hart
L. H. Young
W. E. Schwartz

RJW:ag ja

AE ✓

FORM E-30 (REV. 10-69)

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
May 5, 1972

SUBJECT: McAlister Lane U'xing
La Grande Section
Old Oregon Trail Highway
Contract 7366

To: Mr. W. J. Hart
Bridge Engineer
Salem, Oregon

Attention: R. W. Ellison

We are enclosing six copies of the Contractors Request for Increase in Number of Workdays to Complete Construction Contract submitted by Gordon H. Ball, Incorporated for the subject contract for your consideration. We are also enclosing one copy of a previous request which was submitted by this Contractor on April 13, 1971, and which was submitted through your office and returned to us with Mr. Merchant's letter of May 26, 1971.

We do not feel that there is any valid reason for granting an extension on this project. The Contractor feels that extremely severe weather conditions during the winter of 1970 and 1971 was responsible for his not being able to complete the project. It is indicated that he feels that the completion of this project should be tied in with the completion of the La Grande section, contract 7337.

We are enclosing one copy of a transmittal letter from J. A. Schlieski, resident engineer on the project, in which he discusses his feelings on the Contractor's claim.

We are enclosing a summary of temperature and precipitation departures taken from the available climatological data for this area which does not indicate to us that the winter of 1970 and 1971 was unusually severe. The high wind condition cited by the Contractor is not unusual for this climate, and should have been anticipated by him in designing the type falsework which he erected.

As a part of the enclosed documentation, we have included price agreement number one on the subject contract, and price agreement number four on contract 7337 wherein the requirements for the completion of the fills at the McAlister Lane location was waived. Both price agreements indicate that a waiving of this requirement will have no bearing on the completion of either contract. We have also included a discussion of the actual time that the resident engineer feels should have been used to complete the structure. The correspondence from J. A. Schlieski indicates that time was allowed for the carpenter strike between June 29, 1971 and July 12, 1971.

RECEIVED
MAY 9 1972
BRIDGE DIVISION

A stop work order was issued on August 15, 1971, when it appeared that the completion of the McAlister Lane structure would be contingent upon work being completed on the La Grande section. It was our feeling that this is the manner in which this would have been handled if two separate contractors had been involved on the two projects.

The stop work order was rescinded on Apri 12, when work had progressed on the La Grande section to a point where it could be performed on the McAlister Lane contract. The stop work order was issued by Mr. Schlieski after discussion with the Region office, and it is our feeling that we were quite lenient in allowing 241 days covered by this stop work order.

Please review the enclosed data and advise this office whether or not you concur with our opinion and that of the resident engineer's.

W. E. Schwartz
Regional Engineer

By

C. O. Fredrickson

C. O. Fredrickson
Regional Bridge Engineer

COF/bv
Attachments
cc: J. A. Schlieski

☐ RE ☐ RCE ☐ RBE ☐ RME

RCE MAY 2 1972 ☐

☐ RDE RECEIVED REGIONAL OFFICE ☐

OREGON STATE HIGHWAY DIVISIO
INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
May 1, 1972

SUBJECT: McAlister Lane U'xing
La Grande Section
Old Oregon Trail
Contract # 7366
Requests For Time Extension

To: C. O. Fredrickson
Region Bridge Engineer
La Grande

Attached find 2 requests for an extension of time from Gordon H. Ball, Inc., contractor on subject contract.

The original request dated April 13, 1971 was submitted to Salem with our recommendations on April 26, 1971 through Region office. It was returned with instructions that it be held until the construction of this project was completed.

The second request dated May 25, 1971 was acknowledged by my letter of June 1, 1971, and retained by this office.

Their first request was based on the fact that the contractor had both contracts, #7337 and #7366. The contractor requested that they be given an extension of time to equal the completion date of the La Grande Contract #7337. They indicated a desire to schedule the concrete finishing and painting work to coincide with the corresponding work on the La Grande Section. Their claim that the items controlling the opening of McAlister Lane Bridge were on Contract #7337 is true. However the La Grande Section special provisions stated, "A minimum of 200 feet of roadway approach embankments at both ends of the McAlister Lane structure - - - -, shall be completed before the elapse of 90 calendar workdays." The calendar workday count started March 1, 1970 and the roadway approach embankments should have been completed by May 29. This requirement was deleted by price agreement #4 on Contract #7337 and #1 on Contract #7366. The contractor began placing the required embankment on May 26, 1970. J. C. Hiatt noted on his weekly report - 8/21/70, "North approach nearly completed". The pile driving for the end abutments began 9/23/70.

While a portion of the work at McAlister Lane was controlled by the grading operations on the La Grande Section this work was very minor. It consisted of shaping the end fills and placing 8" drain pipe, or constructing drain ditches. From 8/15/71, when a stop work order was written, until 4/12/72 when work resumed, no grading work related to these items was performed on the La Grande Section. When work resumed the remaining work was completed in 4 days. I feel that we have been more than lenient with this contractor in allowing him 241 days under a stop work order.

I can see no valid argument why this request should be granted and I recommend that it be denied.

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
May 1, 1972

SUBJECT: McAlister Lane U'xing
Requests For Time Extension

To: C. O. Fredrickson
page 2

The second request is based on the "extremely unusual severe weather conditions during winter 70 - 71".

I have reviewed the available climatological data from 1960 thru 1971. I am submitting a summary of, "average temperatures and departures from normal", "total precipitation and departures from long - term means", and "spring minimum of 32 degrees and first fall minimum of 32 degrees." After reviewing this data I cannot substantiate the contractor's claim of an extremely unusual severe winter of 70 - 71.

On November 15, 1970 a portion of the 4 x 10 Superior tubular scaffolding was blown down by high winds. However the erection of this portion of the tubular scaffolding had just been completed, nearly 17' high, and no stringers, etc. were in place. The scaffolding was resisting being overturned merely by it's own weight. Unfortunately winds in this area are a natural phenomenon and cannot be construed as an "act of God".

Earlier I prepared an estimate of the actual time required to construct a structure of this type under similar conditions. I am enclosing a copy of this report which contains a resume of the contractor's activity on the subject contract.

The contractor has continuously treated this contract as a part of the La Grande Section. Actually it is a seperate and distinct contract. In my recommendations I have treated it as a seperate and distinct contract.

I can see no valid argument why this request should be granted and I recommend that it be denied.

Joseph A. Schlieski
Resident Bridge Engineer

cc: file

RECEIVED
MAY 19 1972
FOR FILING

FHWA-121 ([illegible])
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
P.O. Box 300
Salem, OR 97308

7337

TO : Mr. George M. Baldwin, Administrator of Highways
Salem, Oregon

DATE: May 16, 1972

In reply refer to: 10-35-DA

FROM : Mr. R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: I-80N-6(42)256
LaGrande
State Force Order No. 9
Total Estimated Amount of the Order-$156.34
Federal Participation-$140.71

NOTED
F. B. KLABOE

Reference is made to Mr. Young's letter of May 11, concerning the subject order.

The use of State Forces to install and maintain a neon "slow" sign is approved as being in the public interest under the provision of PPM 21-6.2 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically and expeditiously.

Signing to be performed should be in conformance with the Manual on Uniform Traffic Control Devices and will thus be eligible for participation under the provisions of Paragraph 6 of PPM 21-15.

Federal participation will be based on the actual cost of signing less salvage value if applicable. The estimated total costs of the work to be done under this order is $156.34 with Federal participation of $140.71.

5-18-72

Enclosure
State Force Order No. 9

Young

RECEIVED
MAY 17 1972
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

(Rev. 6-70)

STATE COPY

G-10

Contingent upon modification of pro-
[illegible] agreement if [illegible] funds are
[illegible]

OREGON STATE HIGHWAY DIVISION

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Contract No. 7337

Order No. 9 5-16-72

FEDERAL HIGHWAY AD[illegible]

Section La Grande **Date** April 19, 1972

Highway Old Oregon Trail **F.A.P. No.** I80N-6(42)256

County Union **Prefix** 631-1067 **Account No.** 274-09

Description of Work To Be Done:

Installation and maintenance of Neon Slow Sign.

Location by Station Numbers:

1000 ft. ± west of EB sta. 35+49

Estimate of Quantities and Costs:

Repair sign	$56.34
Electrician	50.00
Maintenance	50.00
Total costs	$156.34

Explanation: The Stage II Detour of the EB traffic (west end of project) was put into service last fall and proved to be extremely dangerous. The contractor returned the traffic back to Stage I before any work was performed. The contractor is again changing traffic to Stage II Detour and a large neon sign is needed to properly protect the public.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After final approval, two copies will be sent to the Regional Engineer and one copy to the Resident Engineer.

Project authorization $12,366,409.50

Present estimate of project cost, including $ 156.34 for work under this order $12,366,409.50

Expected under-run / over-run (amount) . . . . . . $ 0

Expected under-run / over-run (per cent) 0

Space to right of this line is for use of Salem Office

Submitted by: R. L. Fall — Resident Engineer

Approval Recommended: R.W. Ellis — For: ~~Construction Engineer or~~ Bridge Engineer

Approval Recommended: — Regional Engineer

Approved: Approved 5-5-72 — Asst. State Hwy. Engr.

JK

Form [illegible] 7337

STATE COPY G-1P

APPROVED EFFECTIVE DATE 3-17-72
contingent upon modification of project agreement if additional funds are required
[illegible] Engineer

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name La Grande Section
Highway Old Oregon Trail
County Union
Contractor Gordon H. Ball Inc.
Address P.O. Box 66 Kent, Washington 98031

Date March 8 1972 4-10-72
Contract No. 7337
Prefix 631-1067
F. A. Project No. I80N-6(42)256
Order No. 12

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Repair Irrigation Diversion Box entailing pumping eroded area dry, remove SW corner of box, back fill eroded area with concrete, add concrete apron to inlet and outlet, reconstruct channel and inlay slopes with rip rap.

to Const 4-13-72

Location by station numbers:

NOTED
A. E. JOHNSON

Rt. EB 55± to 57+50±

Estimate of quantities and cost:

Equipment and Material	$1664.00 x 1.15 =	$1913.60
Labor	1059.36 x 1.20 =	1271.23
		$3184.83

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APR 11 1972
OFFICE OF
STATE HIGHWAY ENGINEER

See attached sheet for details

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

See attached addendum

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$12,366,409.50
Present estimate of project cost, including $3,184.83 for work under this order	$12,366,409.50
Expected under-run over-run amount	$0
Expected under-run over-run per cent	0

Space to right of this line is for use of Salem Office

Submitted by: R. L. Fuller Resident Engineer

Approval Recommended: Alfred Shelby Division Engineer
Reg Const

Approval Recommended: C. Rexey Construction ~~Bridge~~ Engineer

Approved: A. E. Johnson Assistant State Highway Engineer

State Printing 84118

7337

STATE COPY G-12

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED EFFECTIVE DATE 2-17-72
Contingent upon modification of pro- agreement if additional funds are required
Dist. Engineer
Date 3-24-72
FEDERAL HIGHWAY ADMINISTRATION

Project Name La Grande [illegible]
Highway Old Oregon Trail
County Union
Contractor Gordon H. [illegible]ll Inc.
Address P.O. Box 66, Kent Washington

Date 19
Contract No. 7337
Prefix 631-1[illegible]67
F. A. Project No. I80N-6(42)256
Order No. 13

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Perform the extra work involved in rerouting drainage in the "B" quadrant of WL Interchange from the present culvert (B 186+30) to the storm system along Wallowa Lake Highway. Work under this order involves connection to two existing Type G-2MA inlets and reconstructing the cut off ditch along the left toe of the "B" line.

Balance of work required for this change to be performed under Contract Bid Items.

Location by station numbers:

Left WB sta. 179± to 197±

to Const 3-29-72

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RECEIVED [illegible] AC

Estimate of quantities and cost:

Equipment	$232.30
Labor	445.39
Total	677.69

See attached sheet for details.

NOTED
A. E. JOHNSON

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

See attached addendum

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization $12,366,409.50

Present estimate of project cost, including ~~677.69~~ 801.[illegible] for work under this order $12,366,409.50

Expected under-run / over-run amount $ 0

Expected under-run / over-run per cent 0

Space to right of this line is for use of Salem Office

Submitted by: Resident Engineer

Approval Recommended: Construction Engineer

Approval Recommended: Division Engineer

Approved: Assistant State Highway Engineer

RECEIVED
MAR 7 [illegible]72
UTILITY [illegible]

1859

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310 Phone 378-6511

7337

Union Pacific Railroad Company
P. O. Box 8979
Portland, Oregon 97208

ATTENTION: Mr. R. B. Hardin

March 2, 1972

Re: Drainage From Structure
Bridge Nos. 9635 and 9635-A
La Grande Section
Old Oregon Trail Highway
Union County
Project No. I-80N-6(42)256
Contract No. 7337
Your File: D 315 - 2 - 140

Gentlemen:

This is in reply to your letter dated December 13, 1971, which you request that we correct the drainage problem caused by water from the above captioned structures draining onto your property near Union Junction.

This is to advise that we are aware of the condition and it will be corrected as soon as weather conditions permit.

I suggest your Engineer Inspector maitain contact with our Resident Engineer, Mr. Richard L. Feller, 1405 Washington Avenue, La Grande, Oregon 97850, telephone 963-2040, in this regard.

Very truly yours,

George M. Baldwin
Administrator of Highways
ORIGINAL SIGNED BY
By T. W. LITCHFIELD

T. W. Litchfield
Railroad and Utility Engineer

TWL:dl

cc: A. E. Johnson w/copy of UPRR letter
W. J. Hart "
W. E. Schwartz
R. L. Feller
H. E. Gerlach

RECEIVED
MAR 2 1972
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
A. E. JOHNSON

UNION PACIFIC RAILROAD COMPANY
TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

R. B. HARDIN
SUPERINTENDENT
OREGON DIVISION

P.O. Box 8979
PORTLAND, OREGON
97208

December 13, 1971

D 315 - 2 - 140

Routing
Morgan
Decker
Bond
Walker
Bosland
Johnson
Pease
Swan
Glenn
Litchfield I
Gallagher
Stein

RECEIVED
DEC 15 1971
CONSTRUCTION
DIVISION

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Division
Highway Building
Salem, Oregon 97310

Attention: Mr. T. W. Litchfield,
Railroad and Utility Engineer

La Grande Section
Old Oregon Trail Highway
Project I-80N-6(22)256.
Bridge Nos. 9635 and 9635-A

Dear Sir:

It has been noted that drainage from the above captioned overcrossing structures of Union Pacific trackage is being collected in six-inch downspouts and is being discharged onto our right of way between the track and the existing La Grande-Baker highway.

Since this is a violation of the Railroad-State agreement dated December 18, 1969, will you please investigate and advise corrective measures to be taken in order to eliminate the present ponding of drainage against our track fill.

Yours very truly,

RB Hardin

R. B. Hardin
Superintendent

Copies to: HS Coulter
JC Hiatt
HM Fillmore

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FEB 1 - 1972

FOR FILING

I-80N-6(42)256

7337

January 26, 1972

Mr. R. E. Simpson
Division Engineer
Federal Highway Administration
P. O. Box 300
Salem, OR 97308

Dear Sir:

472

Re: Inspection on Asphalt Concrete
Your File 10-35-DA

Your memorandum of January 11 has been reviewed and discussed with our Region personnel, especially regarding the findings of what you term variation in practice. We also think our overall project control is quite good; however, occasionally something may occur or appear which is not always the best practice. Following are comments regarding the findings noted in your report:

LA GRANDE SECTION

(a) Variation of aggregate temperatures from 160° to 450° when plant was producing asphalt concrete for shoulders.

This operation at the time of inspection was reported to be somewhat erratic due to several reasons. Production per day was in the vicinity of 800 to 1,000 tons, which is low for the size plant on hand. This was partially due to a shortage of hauling vehicles and also to the fact that the contractor was pre-drying the 3/4" to 1/4" size aggregate between rounds of the trucks, as the stockpiles were wet and he was having moisture problems. This caused an intermittent operation at the plant, resulting in variation of aggregate temperatures. Estimations were that the plant was operating only about half of the time.

(b) Original data Inspector obtained while checking amount of asphalt in storage tanks not a part of the permanent record.

Evidently, some tank readings were noted on a piece of paper and later the data was transcribed to a regular form. The original paper on which the data was taken was evidently not retained. We are advising our personnel to retain original data.

BUBBS RANCH-WEATHERBY SECTION

(a) Rubber-tired roller being used for breakdown operating over normal speed.

The Inspector was advised of this at the time it was noticed and he immediately instructed the contractor to slow it down to the proper speed. The corrective action was immediately taken.

(b) Too much compactive effort on center portion of panel by vibratory roller.

This is a questionable finding; however, this next season, we will be able to make rapid tests with our nuclear density gauges which will enable us to tell how much rolling can be done without harm to the pavement.

(c) A large amount of dust being ejected into the atmosphere by the hot plant.

Before this was brought up by the Federal Highway Administration Area Engineer, Messrs. Alfred Shirley and John Walker contacted the contractor and discussed this situation with him. The contractor was at that time contacting the A.C. plant manufacturer regarding the emissions which were not only dust but also poor combustion in his drying drum. It appeared that the dust collector was not operating efficiently, causing excess dust. While the contractor made some progress in dust alleviation before he shut down for the winter, there was still a considerable amount of dust in the air. He claimed he had the blessing of the authorities involved, but he was warned that improvement would no doubt be necessary when he started next spring.

(d) Weigh tickets for asphalt cement not being kept as permanent records.

This evidently is about the same situation as was found on the LaGrande Section where original data was copied and then the original not retained. This matter, as previously stated, will be discussed at our Resident Engineer-Inspector meetings.

WEATHERBY-LIME SECTION

(a) Traffic control poor since contractor did not have proper equipment and manpower to handle the situation.

If the instance referred to is the same as the one reported, the contractor was conducting a normal paving operation in the median area with a windrow operation. He inadvertently got too much material in the windrow and some of it built up too high in the machine hopper and spilled into the adjacent traffic lane. Traffic in that lane was stopped while cleanup operations were made. After about ten minutes, our Resident Engineer ordered traffic be let past, so one of our Inspectors helped direct traffic for a short period while the contractor was attempting to get additional flagmen. This may have involved approximately ten to fifteen minutes.

We have on the agenda for our Resident Engineer-Inspector meetings subject matter relating to traffic control and construction signing. Instances such as this will be added to our discussions in an attempt to eliminate State personnel helping direct traffic except in an emergency.

BALDOCK SLOUGH-RICHLAND INTERCHANGE SECTION

(a) Temperature of asphalt concrete aggregates frequently found to be above the 325° specified.

About all that can be said here is that the period was during late fall when lower air temperatures were occurring and a near maximum laydown mix temperature was desirable to allow sufficient time for compaction.

GENERAL

Your findings note that sometimes a month's time elapsed from when asphalt concrete samples were taken until the laboratory test results were received by the Resident Engineer.

We are now trying to shorten this time period. There are several things involved. Sometimes a short period occurs before the cores or samples are shipped, especially if a weekend is involved. We have noted some delay in transit. Also, there are certain times when paving is going on all over the State and a stockpile of materials waiting to be tested accumulates at the Materials Section.

In some instances, some delay can be tolerated. However, at other times, there is a necessity for the field to know the test results as soon as practical. A procedure is being instigated wherein a Resident Engineer will ask for special consideration on getting results when he needs immediate answers. Such periods would be at the start of a project or if he is experiencing problems. This method will help. In addition, we are instructing the field to eliminate as much delay as possible. The Materials Section is taking the same steps.

As stated previously, these matters are being reviewed with our field personnel so corrective measures can be taken. There is no indication that any detrimental effects are evident from any of the above-discussed items.

Very truly yours,

George M. Baldwin
Administrator

By

A. E. Johnson
Assistant State Highway Engineer

bc George M. Baldwin
Tom Edwards
F. B. Klaboe
F. D. Morgan

JHW:fw/AEJ:ja

Form FHWA-121 (12-67)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

TO : Mr. George M. Baldwin, Administrator of Highways
Salem, Oregon

DATE: January 11, 1972

In reply refer to: 10-35-DA

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

Routing
Morgan
Decker
Bond
Walker
Boehme
Johnsen
Pease
Swan
Glenn
Litchfield
Gallagher
Stein

RECEIVED
JAN 17 1972
CONSTRUCTION DIVISION

SUBJECT: Oregon Project I-80N-6(42)256
#7337 — La Grande Section
Oregon Project I-80N-7(29)329
#7395 — Bubbs Ranch - Weatherby Section
Oregon Project I-80N-7(30)333
Weatherby - Lime Section
#7352 — Oregon Project I-80N-7(31)296
Baldock Slough - Richland Interchange Section
#7491 — Old Oregon Trail Highway
Stage Inspection

The asphaltic concrete phase of construction was inspected on the above projects between November 9 - 11, 1971. The individual reports for each project have been previously submitted to you for your review.

The project control on all the projects was very good and your personnel are to be commended for their diligence and the quality of their work. As can be expected there was some variation in practices that could cause problems. The word "could" is used because no evidence that either the quality of the products or the veracity of the pay quantities was affected.

The findings of the four inspections are summarized as follows. Please refer to the individual inspection reports for the details of each finding.

La Grande Section - The records indicate the aggregate temperatures varied from 160° to 450° when the plant was producing asphaltic concrete for the shoulders.

The original data the inspector obtained while checking the amount of asphalt in the storage tanks was not part of the permanent record.

(more)

FBK
Follow up

NOTED
TOM EDWARDS

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Bubbs Ranch - Weatherby Section - The rubber-tired roller being used for breakdown was being operated at speeds greater than normally accepted.

It appeared there may have been too much compactive effort on the center portion of the panel. This compaction was being done with a Dynapack vibratory roller.

There was a large amount of dust being ejected into the atmosphere by the hot plant. Dust from the plant was falling over 2 miles away from the plant.

The weigh tickets for the asphaltic cement were not being kept as part of the permanent records.

Weatherby - Lime Section - The traffic control was poor because the contractor did not have the proper equipment nor enough flagmen to handle traffic. In one case, State personnel helped to control traffic when the situation got pretty bad. This situation could have been prevented and it is recommended that in future similar cases the contractor be shut down until he can handle traffic safely.

Baldock Slough - Richland Interchange Section - The records indicate the temperature of the asphaltic concrete aggregates were frequently above the specified maximum of 325°.

? General - Frequently up to a month elapsed between when the asphaltic concrete sample was taken and the project received the test results.

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JAN 13 1972
OFFICE OF
STATE HIGHWAY ENGINEER

I-80N-6(42)256

7337

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EGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED EFFECTIVE DATE 12-3-71
Contingent upon modification of project agreement if additional funds are required
BY
TITLE Dist. Engineer
DATE 12-27-71
FEDERAL HIGHWAY ADMINISTRATION

Project Name La Grande Section

Highway Old Oregon Trail

County Union

Contractor Gordon H. Ball Inc.

Address P O Box 659, Kent, Washington 98031

Date December 6, 1971

Contract No. 7337

Prefix 631-1067

F. A. Project No. I-80N-6 (42) 256

Order No. 10

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract

Description of work to be done:

Construct Temporary and Permanent Berm for Irrigation Channel.

D Const. 12-29-71

Location by station numbers:

Channel Change Sta. 115+50 to 118

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OFFICE OF
STATE HIGHWAY ENGINEER

Estimate of quantities and cost:

Equipment	$255.00
Labor	55.00
Material	0.00
Total	$310.00

NOTED
A. E. JOHNSON

NOTED
TOM EDWARDS

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Work to be performed in accordance with the Standard Specifications for Highway Construction, 1964. This work was called for under the contract plans. Temporary part of work has been done.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

		Space to right of this is for use of Salem Office
Project authorization	~~$12,196,409.50~~	12,366,407.80
Present estimate of project cost, including $ 310.00 for work under this order	$12,036,498.65	
Expected under-run ~~over-run~~ amount	$ -159,910.87	
Expected under-run ~~over-run~~ per cent	1.0%	

Submitted by: J. C. Hiatt
J. C. Hiatt
Resident Engineer

Approval Recommended: Alfred Walters
Division Engineer

Approval Recommended: Phil Bond
Construction Engineer or Bridge Engineer

Approved: R. D. Bokum
~~Deputy State Highway Engineer,~~
~~Assistant State Highway Engineer or~~
Office Engineer

SP*22877-724

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

NOV 22 1971

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

I 80N-6(42)256

77337

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

DATE: November 16, 1971

In reply refer to: 08-35-DA

FROM : for R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-6(42)256
La Grande Section of the Old Oregon Trail Highway
State Force Order No. 7
Total Estimated Amount of the Order - $10,000
Federal Participation - $9,000

Reference is made to your letter dated November 9 concerning subject order.

The use of State Forces is approved as being in the public interest in accordance with PPM 21-6.2 for the following reasons:

> Seeding and fertilizing of the borrow pit areas is considered necessary for aesthetic purposes. The State has the necessary special equipment and trained personnel to do this work most economically and expeditiously.

Equipment rental rates will be according to a schedule that has been previously approved by this office for use on force account work.

Reimbursement is to be made on an actual cost basis. A signed copy of the order is returned.

Enclosure
State Force Order No. 7

cy Morgan
11-22-71

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NOV 17 1971
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

NOTED
N. E. J

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form A-186 (Rev. 6-70)

STATE COPY

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OREGON STATE HIGHWAY DIVISION

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

APPROVED EFFECTIVE DATE 11-2-71
Contingent upon modification of project agreement if additional funds are required.
BY
Dist. Engineer
DATE 11-15-71
FEDERAL HIGHWAY ADMINISTRATION

Contract No. 1337
Order No. 07

Section La Grande Section Date October 15, 1971

Highway Old Oregon Trail F.A.P. No. I-80N-6 (42) 256

County Union Prefix 631-1067 Account No. 224-07

Description of Work To Be Done:

Seed and Fertilize Borrow Pit Areas.

Location by Station Numbers:

Entire Project

Estimate of Quantities and Costs:

Seed and Fertilize -100 acres @ $100.00 per acre = $10,000.00

Explanation:

Borrow Areas are outside of the project area and not required to be seeded and fertilized under the contract. Contractors estimate of $162.80 per acre excessively high.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After final approval, two copies will be sent to the Regional Engineer and one copy to the Resident Engineer.

Project authorization $12,366,409.50
Present estimate of project cost, including $10,000.00 for work under this order $12,366,409.50
Expected under-run / over-run (amount) $ -0-
Expected under-run / over-run (per cent) -0-

Space to right of this line is for use of Salem Office

Submitted by: JC Hiatt
J. C. Hiatt
Resident Engineer

Approval Recommended:
Regional Engineer

Approval Recommended: Asst.
~~Form~~ Construction Engineer or Bridge Engineer

Approved:
Construction Engineer
Asst Hwy

I 85N 6(42)256

Form A-166 (Rev. 8-70)

STATE COPY

G-1P

OREGON STATE HIGHWAY DIVISION

STATE FORCES
NOT INVOLVED

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

APPROVED EFFECTIVE DATE 11-30-71
Contingent upon modification of project agreement if additional funds are required
BY F Walsh
TITLE Dist. Engineer
DATE 12-6-71
FEDERAL HIGHWAY ADMINISTRATION

Contract No. 7337
Order No. 8

7337

Section La Grande Section Date November 8, 1971

Highway Old Oregon Trail F.A.P. No. I80N-6(42)256

County Union Prefix 631-1067 Account No. ~~282-08~~ 285-08

Description of Work To Be Done:

Readjust 6" cast iron water main under river, opposite Sta. "EB" 90±, which was staked erroneously when originally relocated for subject project (original work accomplished under SFO #4, Prefix #631-1063-282-04, dated 12/3/68). Work entails extending 6" main northward an additional 30 feet, replace two 45° els, flush line and reconnect to main. 30' extension under streambed to be encased in 2' x 2' block of reinforced concrete.

Location by Station Numbers:

Rt. Sta. "EB" 90±

NOTED
A. E. JOHNSON

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DEC 8 1971
OFFICE OF
STATE HIGHWAY ENGINEER

Estimate of Quantities and Costs: (NOTE: See attached estimate for details)

Labor	$192.00
Equipment	83.50
Material	244.20
Engr. & Adm. Cost	51.97
Pump - 16 hrs. @ $6.30 =	100.80 (From current hwy div. rate schedule)
Total	$672.47

To Const 12-8-71

Explanation: Work necessary to clear construction limits of channel change and rip rap area with the water line. Copies of the City of La Grande's cost estimate are attached. Work to be performed by city forces.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After final approval, two copies will be sent to the Regional Engineer and one copy to the Resident Engineer.

Project authorization	$2,366,409.50
Present estimate of project cost, including $ 672.47 for work under this order	$2,366,409.50
Expected under-run over-run (amount)	$ -0-
Expected under-run over-run (per cent)	-0-

Space to right of this line is for use of Salem Office

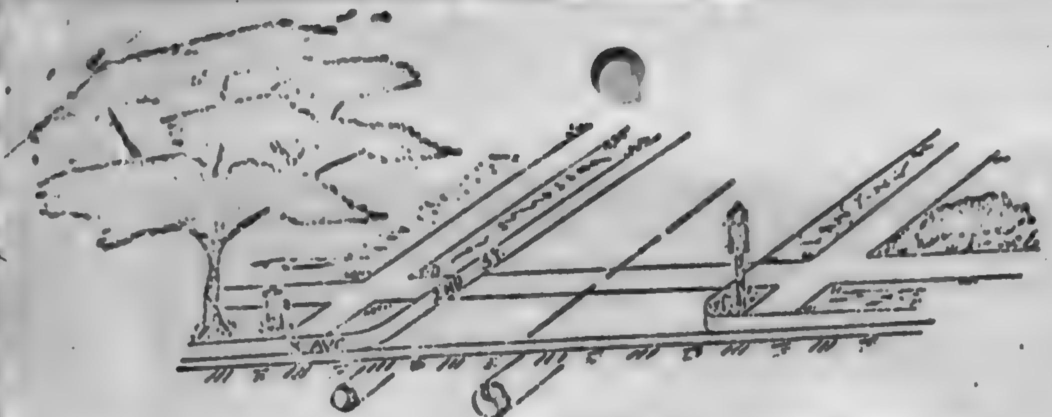
TOM EDWARDS

Submitted by: J. C. Hiatt by: P. L. Fuller
Resident Engineer

Approval Recommended: Alfred Mickey
Regional Engineer
Const

Approval Recommended:
For: Construction Engineer or ~~Bridge Engineer~~

Approved: R. D. Paling
Program + Planning ~~Construction Engineer~~



City of La Grande
PUBLIC WORKS DEPARTMENT

SECOND STREET AND X AVENUE
LA GRANDE, OREGON 97850

STREETS and ROADS SANITARY SEWERS WATER and PARKS

November 2, 1971

Oregon State Highway Department
Atten: Dick Feller

The following is an estimate for repair of the 8" cast iron water main at the 1st Street River Crossing.

Labor		
16 hrs @ 12.00 per hr		$192.00
Equipment		
#340 4hrs @ 12.75	$51.00	
#339 2hrs @ 14.50	29.00	
#313 2hrs @ 1.75	3.50-	83.50
Material		
2-8" 45° bends @ 24.70	49.40	
40' 8" CI Pipe @ 2.92	116.80	
4 yds concrete @ 19.50	78.00	$244.20
		$519.70
10% Eng and Adm Cost		51.97
TOTAL ESTIMATED COST		$571.67

Plus rental charges on a large pump.

Yours truly,
E. Hildebrandt
Public Works Director

ers

OREGON STATE HIGHWAY DIVISION
RESIDENT CONSTRUCTION ENGINEER
RECEIVED
NOV 4 - 1971
NOTED:
☐ ☐ ☐

RECEIVED
[illegible] 1971
FOR FILING

1859

OREGON STATE
HIGHWAY DIVISION

Region 5 Office
P. O. Box 850 La Grande, OR 97850 Phone 963-3177

I-80N-6(42)256
7337

October 11, 1971

NOTED
A. E. JOHNSON

Gordon H. Ball, Inc.
Box 1066
La Grande, OR 97850

Attention Mr. Daryl M. Doyle, Project Manager

Gentlemen:

RE: La Grande Section, Old Oregon Trail Highway
Union County, Contract No. 7337

The calendar workdays allocated for the completion of the subject contract were used in total on October 10, 1971. The work to be completed on the project constitutes a substantial amount of time and expense. The construction season for this climate is rapidly ending, and it would appear that a considerable amount of this work should be completed prior to the end of the good weather.

Since we are quite concerned with the completion of this project, we would appreciate your submission of a schedule of operations showing how you intend to pursue the remainder of the work involved and giving an estimated, and realistic, completion date for the project. Please prepare such a schedule and submit it to this office at your earliest convenience.

Yours truly,

H. S. Coulter
Regional Engineer

By

C. O. Fredrickson

C. O. Fredrickson
Regional Bridge Engineer

COF:sh

cc Ball Const. Co., Danville, CA
Mr. Ferguson, Ball Const. Co., Kent, WA
A. E. Johnson
F. D. Morgan
I. D. Merchant
J. C. Hiatt
H. E. Woodward

RECEIVED
OCT 13 1971
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 31 1971
FOR FILING

I-80N-6(42)256
7337

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RECEIVED
AUG 25 1971
CONSTRUCTION
DIVISION

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
August 20, 1971

To:

SUBJECT: Hold up of contracter operations
August 20, 1971
La Grande Section Project
Contract No. 7337

MEMO TO THE FILE

On August 18, 1971 I had a conversation with Daryl Doyle, Project Manager for the Gordon H. Ball Construction Co. (contractor for the subject project) which brought to a head a situation which had become intolerable for those of us entrusted with the public monies allocated for the construction of this project and also brought on an apparent attempt by the contractor to absolve himself of the blame for said situation by contacting the officals of the Oregon State Highway Division and informing them that the operation had been shut down due to insufficient staking. To summarize this situation I will begin with the blue topping of the subgrade which took place early this spring.

The grade in general at this stage of the construction proved to be, in most cases, either too high or too low. It was necessary for us to have our people stake the shoulders on much of the grade prior to blue topping as the contractor had been so careless with the slope stakes and the slope stake references that he could no longer determine the exact location of his grade. During the course of finishing the subgrade it became necessary for us to reset stakes. In many instances, two or more times before a satisfactory grade was attained. This is a case in point of the attitude we have been working with throughout the performance of this project.

On June 2, 1971 Mr. Doyle informed this office that he would need his wire control lines for the trimming of the Plant Mix Stone Base and the Cement Treated Base and also the placing of the Portland Cement Concrete Paving, set at 18 ft. Lt. & Rt. of centerline. On June 8, 1971 this office began computing grades for these distances. On June 14, 1971 Mr. Doyle requested that we set the grades at 20 ft. Lt. & Rt. of centerline in place of the 18 ft. line requested earlier. Grades were recomputed and controls were set from Sta. 95± to sta. 369 on both the E.B. & W.B. alignment. From the July 28, 1971 entry in J. C. Hiatt's project diary I quote the following: "Mr. Doyle now wants the steel control pins reset 22 Ft. from edge of P.C.C. in the median area to clear his truck hauling and laydown machine operation. Laydown will be with the CMI and forming with the G-Z. G-Z requires a 30 ft. track spread so shoulder rock must be pulled into

NOTED
A. E. JOHNSON

and struck off level with the 28 ft. wide CTB. Mr. Doyle says he can save the outside grade control pins but those set at 20 ft. within the median are or will be lost. I told him we do not have enough pins, and perhaps, not the time to do this work for him but he states he cannot do it. We will try to oblige him and bill his company for the additional work. I was informed this p.m. that the contractor had obtained the required steel grade pins."

On July 28, 1971 (late p.m.) we began recomputing grades for this new wire control, this time to allow for 34 ft. from centerline on the median side and on July 29 we began placing these new controls. Paving operations began on August 1, 1971 and this office was forced to cut to one survey crew as additional staffing was required for the inspection of the PCC paving. On August 3, 1971 the contractor required yellow top grades for the Fox Hill road as it was necessary to change traffic to this new route before he could close the existing road and complete the WB subgrade from Sta. 60± to 80±. On August 9 it became apparent that one crew could not keep up so a crew was borrowed from Res. Engr. Hagedorn for one week to take care of misc. work while our own crew concentrated on resetting Mr. Doyles line for him (the work on this new line proved somewhat slow as we discovered our original controls on the outside edge, 20' Lt. WB and 20' Rt. EB, had been disturbed by the contractor's operation during the interim between CTB laydown and the placing of PCC and was necessary to recheck an adjust this line also.) The forementioned borrowed crew was assigned to bluetopping the WB fill from Sta. 40± to 80±. This fill was bluetopped on Aug. 10 and on ensuing days a large portion of it required restaking 3 additional times. Res. Engr. Hagedorn requested the return of his crew on Aug. 17, leaving us again with only one field crew. On Aug 18 the contractor began PMSB trimming operations from EB 40± to 92± necessitating the setting of wire controls in this area. At this time it became apparent that one crew could not stay ahead of both the PCC paving and the trimmer. I went to Mr. Doyles office (4:00 p.m.) and explained that as we had only one crew available, and as the agreement was to reset the controls for the paver only if we had time, that he would have to determine just what priorities were and that we would proceed on that basis. He replied that he had no priorities, that he intended to proceed on all operations as rapidly as possible and that if our men couldn't keep up and he had to shut down he would charge us standby time while he was waiting. I then told him that we had about one days run ahead of the paver (20' Lt. and 34' Rt.) and that from Sta. EB 155 back to Sta. 95± he still had the original controls (20' Rt. and 20' Lt.) which we had set previously. I said that we would proceed to set the controls for the trimming operation as this was the only area on the project that had not been set previously. Mr. Doyle became very angry and ordered me from his office. I discussed the situation with J. C. Hiatt and later with Mr. Doyle again. In this second discussion Mr. Doyle stated that he had expected to shut down the paving operation on Monday and Tuesday (Aug. 23 & 24) as additional time was required to prepare the balance of the grade for paving. He said that he would instead shut down on Friday an Monday (Aug. 20 & 23) so that we would have time to get ahead of him. The paving was completed to EB 155 at 1:30 p.m. Aug. 19. At 1:00 p.m. of this same day I was asked if it would be possible to have some paving grades by Monday a.m. I said that as there would be no paving on Friday I would have a crew on it in the morning and that he could expect to begin stringing his wire on Saturday Aug. 21.

This morning (Aug. 20) at 11:00 a.m. Mr. Doyle informed me that he had discontinued trimming operations as he had no stakes to work by. I pointed out that the crew must be at least ½ mile ahead of his trimmer by this time. He said that they were but that they had neglected to write any information on the stakes and that when he had inquired of the crew as to why they had told him they had not yet had an opportunity to check their work. I immediately went to investigate the problem and was told that they had returned and listed the required information on the stakes after their conversation with Mr. Doyle. I called Mr. Doyle at 11:15 a.m. to inform him that there were, in fact, more grades than his trimming operation could use today and that we will have all of this line in by tonite. He said that his crew had been sent home and that he felt it would be much better if he waited until Monday.

Mr. A. E. Shirley contacted this office at 3:00 p.m. today to discuss the situation as representatives of the Ball Construction Co. had notified the Salem office that they were down due to insufficient cooperation of the state's personnel on the project. I believe the records will bear out the fact that this contractor had much more cooperation by the state forces on the project than they had any right to expect. I also believe that it is next to impossible for any number of survey crews to stay ahead of an operation that refuses to make an effort to protect the grade controls on a project.

Richard L. Feller
Assist. Res. Engr.

cc. H. S. Coulter
F. D. Morgan ✓

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AUG 30 1971
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 13 1971
FOR FILING

I-80N-6(42)256
7337

August 11, 1971

Mr. Talbot D. Bailey, Jr.
Northwest Division Engineer
Gordon H. Ball, Inc.
Post Office Box 639
Kent, Washington 98031

Dear Mr. Bailey:

This is in response to your August 10 letter concerning retainages on Contract 7337 in Union County and Contract 7339 in Clackamas County.

If we interpret the new law correctly, it does not apply to contracts that were dated prior to September 9, 1971, the date that House Bill 1232 becomes effective.

I believe this to be a matter of statute and not one of Highway Commission discretion.

Very truly yours,

R. L. Porter
State Highway Engineer

RLP:fm

cc Tom Edwards
A. E. Johnson
Victor D. Wolfe
F. D. Morgan
L. E. Young
V. E. Shaug
L. I. Lindas

DILLINGHAM
GORDON H. BALL, INC.
A subsidiary of **DILLINGHAM CORPORATION**
232 South Second Avenue • Suite 101, Titus Building
Kent, Washington 98031 • (206) 852 - 4480
Mailing Address: P. O. Box 659, Kent, Washington 98031

August 10, 1971

Mr. George Baldwin, Administrator of Highways
Department of Highways
Oregon State Highway Division
Salem, Oregon 97310

Subject: Retention as Affected by House Bill 1232

Dear Mr. Baldwin:

On September 9, 1971, House Bill 1232 enacted by the recent Oregon Legislature will become effective. This bill provides for payment of interest on retentions or retentions to be invested under escrow agreement.

The purpose of this letter is to serve written notice as provided under Section 3 of Gordon H. Ball, Inc.'s election to come under the provisions of Section 2 of this Act.

Please advise me if the Oregon State Highway Division will release to our Company all or part of the retainage that is being withheld on our existing contracts with the State of Oregon, Highway Division.

The two jobs we are primarily interested in are:

1. Contract 7337, Grading, paving, structures and signing on the La Grande Section of the Old Oregon Trail in Union County; and,
2. Contract 7389, Grading, Paving, structures, and signing, signals and illunination on the Gladstone Interchange-Oregon City Interchange, Section of the E. Portland Freeway in Clackamas County

If the answer to the above is in the affirmative, please advise us of the type of securities the Oregon State Highway Division would prefer to have as a substitute for the retainage in addition to those listed in the House Bill 1232.

We were advised that the Oregon State Treasurer has approved the use of Time Certificate of Deposits issued by a bank or corporate bonds bearing Class A or better as recognized by a rating service.

Your prompt attention to this matter will be greatly appreciated.

Very truly yours,

GORDON H. BALL, INC.

Talbot D Bailey Jr

Talbot D. Bailey, Jr.
Northwest Division Engineer

TDB:mls

cc: V. O. Smith
J. J. Voye
Daryl Doyle, Job 501
Joe Farrell, Job 504

RECEIVED
AUG 12 1971
OFFICE OF
STATE HIGHWAY ENGINEER

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JUL 6 1971
OFFICE OF
STATE HIGHWAY ENGINEER

I-[illegible] 6(42)256

7-3-B-9

STATE COPY 5-1P

APPROVED EFFECTIVE DATE 6-18-71
Contingent upon modification of project agreement if additional funds are required

Dist. Engineer

DATE 7-2-71
FEDERAL HIGHWAY ADMINISTRATION

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name La Grande Section

Highway Old Oregon Trail Highway

County Union

Contractor Gordon H. Ball, Inc.

Address P. O. Box 659 Kent, Washington 98031

Date ~~June 9~~ 19 71

Contract No. 7[illegible]7

Prefix 631-1067

F. A. Project No. I-30N-6(42)256

Order No. 8

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Br 9635A

Right footing and wingwall at bent 5 was incorrectly staked parallel to the EB CL. The wingwall and footing should have been staked parallel to the "D" CL. The right wingwall can be correctly positioned by pouring extra concrete to incase the wingwall dowels. (See Drawings 24516 and 24517).

Location by station numbers: Br 9635A

339+89.40

Estimate of quantities and cost:

Labor -----------	$260.00
Materials ---------	90.00
Equipment ---------	50.00
Total	$400.00

NOTED
TOM EDWARDS

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

This extra work is necessary in order to correct an engineering error.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 12,366,409.50	
Present estimate of project cost, including $ 400.00 for work under this order	$ 12,366,409.50	
Expected under-run over-run amount	$ -0-	
Expected under-run over-run per cent	-0-	

Space to right of this line is for use of Salem Office

Submitted by: Resident Engineer
J. C. Hiatt by H. E. Woodward

Approval Recommended: Division Engineer

Approval Recommended: Construction Engineer or Bridge Engineer

OK WJK

Approved: ~~Deputy State Highway Engineer,~~ ~~Assistant State Highway Engineer or~~ Construction Office Engineer.

7-7-71

SP*23577-734

I-80N-6(42)256

RECEIVED
JUN 4 1971
OFFICE OF
STATE HIGHWAY ENGINEER

7337

STATE COPY

C-1 P

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED EFFECTIVE DATE 4-26-71
Contingent upon modification of project agreement if additional funds are required

BY
TITLE Dist. Engineer
DATE 6-2-71

FEDERAL HIGHWAY ADMINISTRATION

Project Name La Grande Section
Highway Old Oregon Trail
County Union
Contractor Gordon H. Ball, Inc.
Address P. O. Box 659, Kent, Washington 98031

Contract No. 7337
Prefix 631-1067
F. A. Project No. I-80N-6(42)256
Order No. 7

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Remove top rocker plate, bevel top edge each end 3/8" and replace.

Location by station numbers:

EB Sta. 176+67.98

Estimate of quantities and cost:

Labor-----------------------------$200.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

The width of bottom flange of beam "D" at bent 3, bridge No. 9632A, and the top bearing plate for the rocker is 18", making it impossible to achieve 5/16" field weld as shown on drawing 23787.

The contractor removed the top rocker plate and beveled the edge on each end of the rocker plate 3/8". The plates were reinstalled and field welded. This work has been completed.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 12,366,409.50
Present estimate of project cost, including $200.00 for work under this order	$ 12,366,409.50
Expected under-run / over-run amount	$ -0-
Expected under-run / over-run per cent	-0-

Space to right of this line is for use of Salem Office

NOTED
TOM EDWARDS

Submitted by: Resident Engineer
J. C. Hiatt
By; Harry E. Woodward

Approval Recommended: Construction Engineer or ~~Bridge Engineer~~

Approval Recommended: ~~Division~~ Regional Construction Engineer

Approved: ~~Deputy State Highway Engineer, Assistant State Highway Engineer~~

6-4-71

SP-23577 7-31

RECEIVED
MAY 13 1971
FOR FILING

I-80N-4(12)156
7337

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 11, 1971

SUBJECT:

To:

Mr. R. L Schroeder
Mr. L. W. Rulien
Mr. H. S. Coulter

ASTM A354 Grade BD Anchor
Bolts, 1½" diam. Contracts
7312, 7389, 7337 & 7513

Since March 23, 1971 we have been involved in continuing testing with Schmitt Steel on 1½" diameter bolts fabricated from heat 99L035 of U.S. Steel Corporation type 4140 steel. This is a heat-treatable steel and, by proper quenching and tempering, is supposed to be capable of developing the properties of ASTM A354 Grade BD bolts. The specification does not call for any specific type of steel, it being left to the manufacturer to use a type which can be treated to provide the required properties.

The first bolts sampled (for SC7312 and 7389) were accompanied by test reports from Schmitt Steel showing minimum Brinell hardness of 302 and no tensile properties. Our laboratory confirmed the hardness but failed the bolts because of low tensile strength (lab reports 959649 and 959650).

The bolts were reheat treated and tensile coupons were tested at Northwest Testing Laboratory at the manufacturer's expense. These coupons failed the hardness requirement, as determined by this laboratory, though the manufacturer claimed acceptable hardness. The coupons also failed the tensile test. (These tests were reported on Lab . Nos, 961208 through 961211).

The manufacturer elected to again heat treat the bolts and test at his expense. Full size bars were pulled at Northwest Testing Laboratory and witnessed by one of our inspectors. For some reason, actual bar cross section areas were not determined so the testing company reported the tensile strength based on nominal bar area. For the bar representing Fentron stock (used on Sc 7337, 7389 and 7513) the reported tensile strength was only 500 psi over the minimum required.

Because of the method of determination, we could not accept this result. However, I understand two lots of bolts were shipped on the strength of the Northwest report.

Subsequently, this laboratory obtained one of the 12 bolts which had not yet been shipped. A tensile test of this bolt, reported on Lab. No. 962170 attached, showed that the bolt failed to meet the required tensile strength by 10,000 psi. Schmitt Steel also had one of the

12 bolts tested by Pittsburgh Testing Laboratory on May 4 and found the tensile strength 5,400 psi low.

Since the two lots of 12 bolts each which were shipped are no doubt cast in concrete, acceptance on penalty would seem to be the most logical solution, since they are not greatly out of specification.

Meanwhile a coupon representing the four bolts going to Contract No. 7312 had also been tested without measuring the initial area. This coupon, however, had more than adequate strength, even based on the nominal area, and these bolts have been accepted on Lab. No. 964106.

The manufacturer advises that on future ASTM A354 Grade BD bolts they will use a type of steel with better heat treating properties.

John C Jenkins

John C. Jenkins
Engineer of Materials & Research

JCJ:bm
Attach.
cc: A. E. Johnson
E. J. Rief

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MAY 1 2 [illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

14

Form L-[illegible]-5M-1-65

OREGON STATE HIGHWAY DEPARTMENT
MATERIALS DIVISION LABORATORY RECORD

ANCHOR BOLTS

Laboratory No. 962170
Data Sheet No. A41985
Prefix 7517
Amount charge -
Dept. invoice No.
Date received April 20, 1971
Date reported May 4, 1971

Project Fentron Ind. Stock
Highway
Contractor No.
Submitted by Ed J. Rief
Source of material Schmitt Steel, Inc.
Sampled or inspected at
To be used Sign post anchors
Sampled or inspected by L. O. Miller
Quantity represented 36 each

ASTM A354, Grade BD Heat 99L035 .
1⅛" x 3' 6" Threaded rod

Tests performed by Northwest Testing Laboratories:
Yield strength, lbs. = 230,000 = 130,165 psi *
Tensile strength, lbs. = 266,000 = 150,535 psi *
Reduction in area, % = 49.6 *
Hardness, B.H.N. = 350

* Based on nominal area; actual area not measured.

Tests performed by OSHD Materials Lab.:
Hardness, Rockwell = C28½
Hardness, Brinell 3000 kg = 293
Tests made at ½ diameter point on cross section from tensile specimen in grip area.
(Referee Test)

Tests on finished bolt:
Hardness = BHN & Rockwell C30
Yield str., psi (0.2% offset) = 121,900
Tensile strength, psi = 140,100
Elongation in 2", % = 41.5
Reduction in area, % = 59.1

Also rejected on Lab. No's. 959649, 959650, 961208, 961209, 961210, 961211.

REPORT TO:
0 Bureau of Public Roads
0 Construction Engineer
0 Maintenance Engineer
0 Bridge Engineer
0 Requisition Office
0 Division Engineer
0 Resident Engineer
0 Dist. Maint. Supt.
0 Foreman
X 0 Files
X Rief
X Schmitt Steel

RECOMMENDATION:

Material as represented by this sample ~~does~~, does not comply with specifications on basis of referee hardness test and tensile test performed by OSHD.

John C. Jenkins

RECEIVED
MAY 6 - 1971
FOR FILING

Claim 4600

FILED
APR 29 1971
CLAY MYERS
SECRETARY OF STATE

RECEIVED
APR 29 3 11 PM '71
CLAY MYERS
SECRETARY OF STATE

OREGON STATE HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

I-80N-6(42)256

7337

April 29, 1971

Idaho Bit & Steel, Inc.
5126 Gage Street
Boise, Idaho 83704

NOTED ON CARD
5-24-71 kl

Gentlemen:

This is to acknowledge receipt of your letter of April 26, 1971, advising us that Channer Drilling Company owes you $1,585.80.

You stated that their work was for Grant Construction Company, subcontractor for Ball Construction, on a job near La Grande.

From the description given, this appears to be in reference to the Gordon H. Ball, Inc., Contract No. ~~7777~~ 7337 for work on the La Grande Section of the Old Oregon Trail in Union County.

The Travelers Indemnity Company furnished the performance bond on this contract, which is given to assure completion of the project and payment of all bills incurred.

We will advise the surety of the receipt of your claim letter, and we will also forward it to the Secretary of State for filing.

When your claim has been paid, please advise this office.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc Gordon H. Ball, Inc.
232 South Second Avenue
Kent, Washington 94526

The Travelers Indemnity Company
Fidelity & Surety Department
700 Main Street
Hartford, Connecticut 06108

bc Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

NOTED
C. W. HEAD

IDAHO BIT & STEEL INC.

5126 GAGE STREET • BOISE, IDAHO 83704 • PHONE 375-4531

TO State Highway Division
State Highway Building
Salem Oregon 97310

DATE 4/26/71

Please forward to the proper department. Have been unable to date to collect a bill of $1,585.80 from Channer Drilling Co 4124 N.E. 134th. Portland Oregon. His work was for Grand Construction Co who was a sub contractor for Ball Construction & on their job near Le Grand Oregon. What ~~you~~ action would you advise to collect this bill? Thank you

BY Geo. A. McDowell

Form N R73R The Drawing Board, Inc., Box 505, Dallas, Texas

INSTRUCTIONS TO SENDER:

1. KEEP YELLOW COPY. 2. SEND WHITE AND PINK COPIES WITH CARBON INTACT.

DATE

RECEIVED
APR 27 1971
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

SIGNED

7337

INSTRUCTIONS TO RECEIVER:

1. WRITE REPLY. 2. DETACH STUB, KEEP PINK COPY, RETURN WHITE COPY TO SENDER.

RECEIVED
APR 28 1971
FOR FILING

I-80N-6(42) 256
7337

April 28, 1971

4101

Mr. Allen Courtright, Chairman
Union Soil & Water Conservation District
Post Office Box 608
La Grande, Oregon 97850

Dear Mr. Courtright:

Thank you for your letter of April 7 calling our attention to the fact that our construction specifications for the La Grande Bypass did not require salvage of topsoil.

We agree with you that this should have been done and we have changed our specifications for future projects of this nature so that from now on the problem encountered here is eliminated.

Very truly yours,

R. L. Porter
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

FBK:srb

cc: R. L. Porter
Tom Edwards
Victor D. Wolfe
F. L. Hall
H. S. Coulter

UNION
Soil and Water Conservation District
POST OFFICE BOX 608
LA GRANDE, OREGON 97850

REFERRED TO
Admin
BY SECRETARY

Edwards

RECEIVED
APR 15 1971
OFFICE OF
STATE HIGHWAY ENGINEER

April 7, 1971

Oregon State Highway Division
State Highway Building
Salem, Oregon 97310

Klabar
Pls. discuss
done

Dear Sirs:

Recently the Union County Planning Commission was contacted by Gorden Ball Construction Company for a conditional Land Use Permit to remove approximately 1½ feet topsoil (130,000 cubic yards) on a fifty acre tract to be used for top dressing side slopes on new Highway 80 N.

It was suggested, at the time fill material source sites were being investigated, the topsoil under the roadbed be stockpiled for this purpose. The answer was that this was not included in the construction specifications.

We would like to suggest that in the future if suitable material is available under the proposed roadbed that it should be stockpiled and used for this purpose.

In the case of 80 N through the Grande Ronde Valley it was built over Class I Agricultural Land. We feel that if at all possible this type land should be conserved. We realize that although this costs more in construction, that the long term benefits and best land use should be considered.

Sincerely yours,

Allen Courtright

NOTED
TOM EDWARDS

Allen Courtright, Chairman
Union Soil & Water Conservation
District

____Hall____
____A. Olson____
____Willis____
____Hackman____
____Cart[illegible]____
____Key[illegible]____
____Turpin____
____Sample____

RECEIVED
APR 19 1971
DESIGN
SECTION

____Scott____
____Swenson____
____R. Olson____
____Trout____ A
Do Not File ☐
Keep ☐
Return To____
Other____

cc: Oregon State Highway Dept.
La Grande, Oregon
Robert Baum, Director, SCC
Union County Planning Com.

1 - [illegible]
2 - " [illegible] boom.
3 - [illegible]

RECEIVED
APR 15 1971
OREGON
STATE HIGHWAY COMMISSION

I-80N-6(42)256

Form F-208—3M

RECEIVED
APR 14 1971
OFFICE OF
STATE HIGHWAY ENGINEER

7337

STATE COPY

6-11

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED EFFECTIVE DATE 3-18-71
Contingent upon modification of project agreement if additional funds are required
BY Dist. Engineer
TITLE
DATE 4-12-71
FEDERAL HIGHWAY ADMINISTRATION

Project Name La Grande Section
Date March 16, 1971

Highway Old Oregon Trail
Contract No. 7337

County Union
Prefix 631-1067

Contractor Gordon H. Ball, Inc.
F. A. Project No. I-80N-6(42)256

Address P. O. Box 659 Kent, Washington 98031
Order No. 6

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Provide the necessary labor, equipment and materials to secure an exposed aggregate finish on theefront face of the retaining wall EB Station 42+00.

Location by station numbers:

EB Station 41+20 to EB Station 43+05.50 Lt.

Estimate of quantities and cost:

Labor - - - - - - -	~~[illegible]~~	$1,050
Equipment - - - -	~~[illegible]~~	200
Materials - - - -	~~[illegible]~~	576
Total	~~[illegible]~~	$1,826

~~Total labor, equipment and materials $1,326.00~~
~~Contingencies $500.00~~
~~Total $1,826.00~~

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

The contractor (Gordon H. Ball, Inc.) was advised by letter to perform the necessary work which would secure an exposed aggregate finish on the front face of the retaining wall. This exposed aggregate surface wasnot called for in the original contravt.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$12,366,409.50
Present estimate of project cost, including $1,826.00 for work under this order	$12,366,409.50
Expected under-run / over-run amount	$ -0-
Expected under-run / over-run per cent	-0-

Space to right of this line is for use of Salem Office

NOTED
TOM EDWARDS

Submitted by: Resident Engineer
J. C. Hiatt by H. E. Woodward

Approval Recommended: Construction Engineer or ~~Bridge Engineer~~

Approval Recommended: Division Engineer

Approved: Deputy

4-14-71

Form A-[illegible]

STATE COPY

G-11

12-9-70

Contingent upon modification of project agreement if additional funds are required

BY J. H. [illegible] Dist. Engineer

TITLE

DATE 12-8-70

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 3

FEDERAL HIGHWAY ADMINISTRATION

Project Name La Grande Section Date December 7

Highway Old Oregon Trail Contract No. 7337 F. A. Project No. I80N-6(12)256

County Union Prefix 631-1067 Account No. 274-03

Description of Work To Be Done:

Furnish and install Semi Rigid Traffic Markers

Location by Station Numbers:

"U" 112½ (Intersection of Old Oregon Trail Detour line and the Union Hwy.)

Estimate of Quantities and Costs:

Materials	40 only Traffic Markers @$5.00 ea. =	$200.00
Equipment	Lump Sum	30.00
Labor	" "	150.00
	Total	$380.00

Explanation:

Further delineation of this intersection has become necessary due to poor visibility inthe area during stormy weather.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$12,366,409.50
Present estimate of project cost, including $ 380.00 for work under this order	$12,366,409.50
Expected under-run / over-run (amount)	$ 0
Expected under-run / over-run (per cent)	0

Space to right of this line for use of Salem Office

Submitted by: J C Hiatt
Resident Engineer

Approval Recommended:
Asst Division Engineer

Approval Recommended:
Construction Engineer or ~~Bridge Engineer~~

Approved:
~~Deputy State Highway Engineer~~
~~Assistant State Highway Engineer or~~
Construction ~~Office~~ Engineer.

State Printing

J.V.

TRANSACTION NUMBER 12-48

FORM PR-48
(REV. 7-67)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

TRANSMITTAL AND REQUEST FOR INITIAL PROGRAM APPROVAL OF PROJECTS

(PPM 21-1)

STATE HIGHWAY DEPARTMENT: OREGON

DATE: 12-16-70

BY (Signature): MR. YOUNG'S JULY 24, 1970 LETTER

TITLE: PROGRAM & PLANNING ENGINEER

CLASS OF FEDERAL FUNDS: ☒ FAI ☐ FAP ☐ FAU ☐ FAS ☐ OTHERS

STAGE 1* ITEM NOS. ____ THRU ____

STAGE 2 ITEM NOS. 622 THRU ____

ITEM NO.	PROJECT NOS.	LENGTH (Miles)	TOTAL ESTIMATED COST	FEDERAL FUNDS	OTHER IDENTIFICATION AND/OR REMARKS (State)	
					LOCATION	WORK
622	I-80N-6(45)256	0.080	420,000	387,000	UP RAILROAD CROSSING LAGRANDE SECTION	ONE STRUCTURE WITH APPROACHES.

12-16-70

12-22-70
Young

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DEC [illegible] 1970
OFFICE OF
STATE HIGHWAY ENGINEER

REMARKS (Division)

WHILE THE SKETCH MAP ATTACHED TO THE FORM PR-1 INDICATES THE GENERAL LOCATION OF THIS PROJECT IT DOES NOT ESTABLISH THE PRECISE POSITION OF THE PROGRAMMED STRUCTURE.

RECEIVED
DEC 28 1970

I-80N-1(45)256
7337

NOTED
F. B. [illegible]

NOTED
TOM EDWARDS

RECOMMENDED		APPROVED
SIGNATURE AND TITLE	DATE 12-16-70	SIGNATURE AND TITLE R. E. SIMPSON, DIVISION ENGINEER

* Program approval and any authorization to proceed with a Stage 1 project shall not constitute any commitment of Federal funds nor shall it be construed as creating in any manner, any obligation on the part of the Federal Government to provide Federal funds for the undertaking.

GPO 927-954

RECEIVED
JAN

1337

Form FHWA-121 (12-67)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

DATE: December 9, 1970

In reply refer to: 08-35.6/439.1

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon
Attention: Mr. A. E. Johnson

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Statewide Inspection-in-Depth Summary, No. 35-70-EID(4S)34
Structural Steel Fabrication

Through the construction season of 1970 we conducted a series of inspections-in-depth of Structural Steel Fabrication and the inspection control exercised by consulting firms on the following projects:

I-405-8(17)303, Fremont Bridge Superstructure
I-405-8(20)303, West Fremont Interchange
I-80N-6(42)256, La Grande Section

We received your comments on each project report submitted and find your replies satisfactory.

Our overall impression of the consultant fabrication inspection was quite good. We feel that your controls and the resultant work has improved since we last inspected this work several years ago.

The purpose of this summary report is to bring to your attention two problems which we found to occur on a Statewide basis:

1. The first concerns the general quality of work. Your inspection consultants are doing a satisfactory job but without exception several minor items have needed correction. These are items like rod drying, welding without proper cleaning, poor weld profiles, etc. To reduce these small problems it is suggested that you consider a policy of sending one of your expert welding people to each out-of-State fabrication site early in the project life to point out areas of concern and to evaluate the inspection consultants effectiveness.

NOTED
TOM EDWARDS

2. The second area of concern is communication between all of the parties involved in a job. At best this is a problem, but it gets worse when a design consultant is involved. Somebody in the State must act as a clearinghouse to be sure everyone is informed of all changes and decisions that affect the work.

copies to Merchant + Perkins 1-7-71

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DEC 10 1970
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

[illegible]

I-80N-6(42)256
7237

December 8, 1970

3748

Mr. Murray D. Snyder
City Manager
City of LaGrande
LaGrande, Oregon 97850

Dear Mr. Snyder:

Re: LaGrande Section
Old Oregon Trail Highway

As a result of your letter of October 20, we formally contacted the Federal Highway Administration requesting the frontage road between Greenwood and Fir Streets south of Interstate 80N.

The Federal Highway Administration, by letter of December 1, has refused this on the basis that the local street system was fully examined and agreements reached at the time the project was being located and designed. They further state that aerial photographs for some seven years past were examined with no evidence of the existence of the connecting road referred to in your letter. Their conclusion is that the connecting road must have had very little use over the seven-year period.

I am sorry to say that on this basis we cannot approve your request.

Very truly yours,

R. L. Porter
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

DNS:jp mc
bc R. L. Porter
Tom Edwards
Frank L. Hall
W. S. Coulter

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

DATE: December 1, 1970

In reply refer to: 08-35-DA

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
for Salem, Oregon

SUBJECT: Oregon I-80N-6(42)256
LaGrande Section-Old Oregon Trail Highway
Frontage Road-Greenwood to Fir
Mr. Wolfe's November 9 letter

The local street system was fully examined when the project was being located and designed so the existing traffic pattern could either be reestablished or reasonably replaced. The city officials were also contacted and they agreed to the street system shown on the construction plans.

We have again examined aerial photographs taken in 1963, 1965, and 1968 and find no evidence of the route referred to by the City. We must conclude that the route has been used very little in the past 7 years. On the basis of this evidence we must deny FAI participation in the requested frontage road.

1 Hall
2 A. Olson
Wilk
Hackleman
Carstensen
Keyes
Turpin
Semple

RECEIVED
DEC 4 - 1970
DESIGN SECTION

Scott
Swenson
R. Olson
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Other

orig to Hall -
R/D to city per
FBK 3748

Klobor

NOTED
F. B. KLABOE

RECEIVED
DEC 8 1970
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

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NOV 18 1970
FOR FILING

I-81N-6(42)256
7337

November 9, 1970

Ref: 4BH 3748

Mr. R. E. Simpson
Division Engineer
Federal Highway Administration
Post Office Box 300
Salem, Oregon 97308

(3748

Dear Mr. Simpson:

Re: La Grande Section, Old Oregon Trail
Highway, Union County

Enclosed is a copy of a letter and map from Murray D. Snyder, City Manager of La Grande, requesting that we construct a frontage road between Greenwood and Fir Streets to replace an undedicated street which connected the aforementioned streets prior to our freeway construction. We estimate it will cost about $7,000 to construct a gravel road and buy the 60 feet of right-of-way.

At the City of La Grande's request, we are asking your approval of this additional work with Interstate funds.

Very truly yours,

R. L. Porter
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

Encs.

cc: R. L. Porter
Tom Edwards
F. L. Hall
H. S. Cox
H. S. Coulter

DNS:jp srb

City of La Grande

COMMISSION-MANAGER FORM OF GOVERNMENT
SINCE 1913

IN THE GRANDE RONDE VALLEY - - THE BLUE MOUNTAINS - - NORTHEASTERN OREGON

La Grande, Oregon

October 20, 1970

Hall
A. Olson
Wills
Hackleman
Carstensen
Keys
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Sample

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OCT 23 1970
DESIGN SECTION

Smith
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Trout
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Keep ☐
Return To
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Oregon State Highway Division
Highway Building
Salem, Oregon

Attention: Mr. F. B. Klaboe

Gentlemen:

We have reviewed your reply to our frontage road proposal and were, of course, disappointed that full approval was not given to our proposal by the Bureau of Public Roads. Scott Coulter, Divisional Engineer, will be giving you a report on the review we made in his company.

The City Commission requested that another try be attempted to obtain at least a small portion of the frontage road which lies between Greenwood and Fir Streets. The reason for the request for this particular section is that traffic prior to the construction of the freeway passed freely over a route where the freeway is now under construction from one street to another. It is true that the roadway was not dedicated, but by use over a long period of time the route should not be closed without legal proceedings which to the best of our knowledge did not take place.

Under those circumstances, it would appear that your criteria for a frontage road have been met and your reconsideration of this urgently needed connecting road should be considered.

Very truly yours,

Murray Snyder

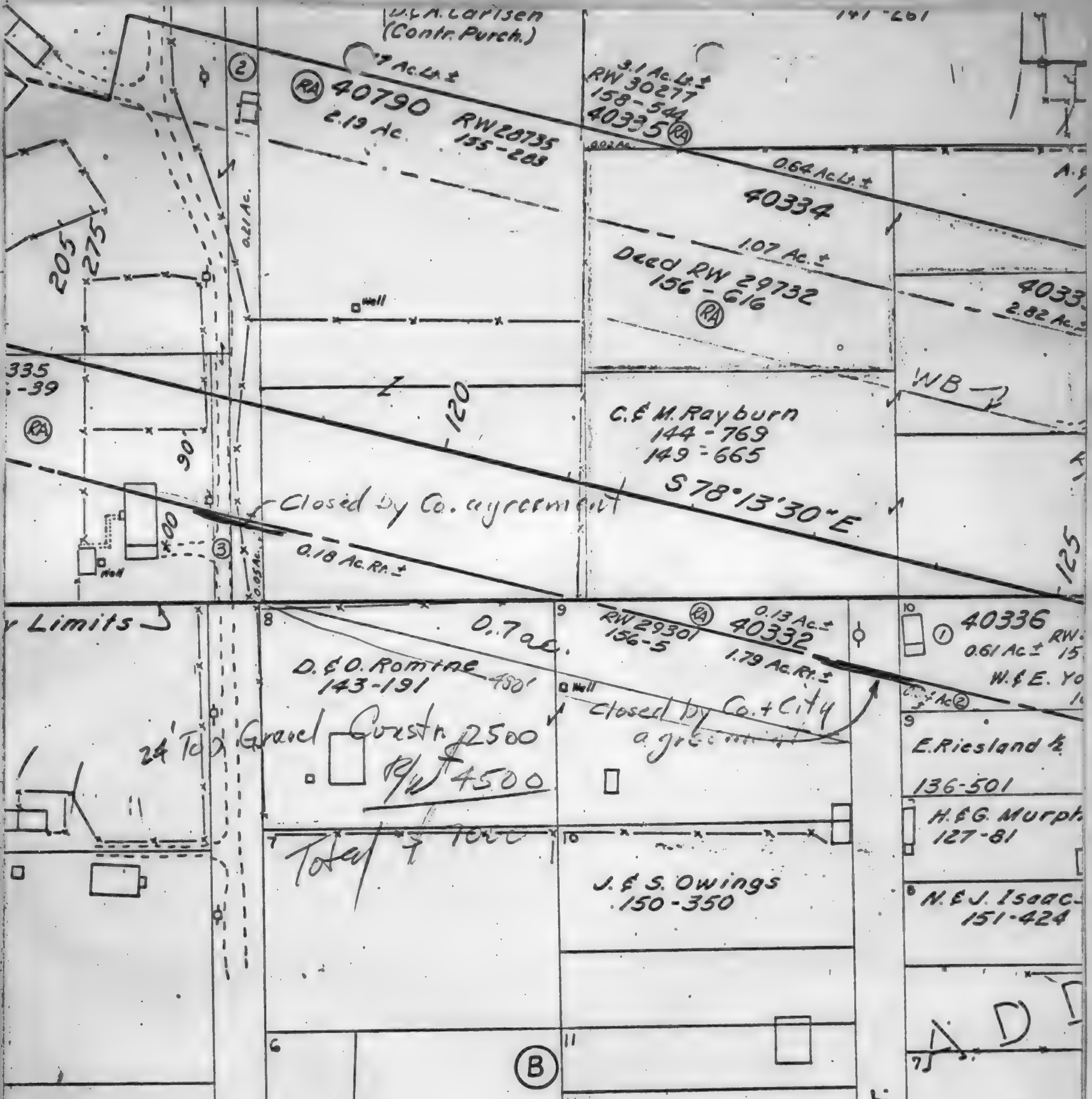
Murray D. Snyder
City Manager

R/d to Klaboe for BPR
10-30-70

RECEIVED
OCT 22 1970
OFFICE OF
STATE HIGHWAY ENGINEER

MDS/mc

CC: H. S. Coulter
Divisional Engineer
State Highway Division
La Grande, Oregon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②
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158-544
40335 RA
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0.64 Ac. Lt. ±
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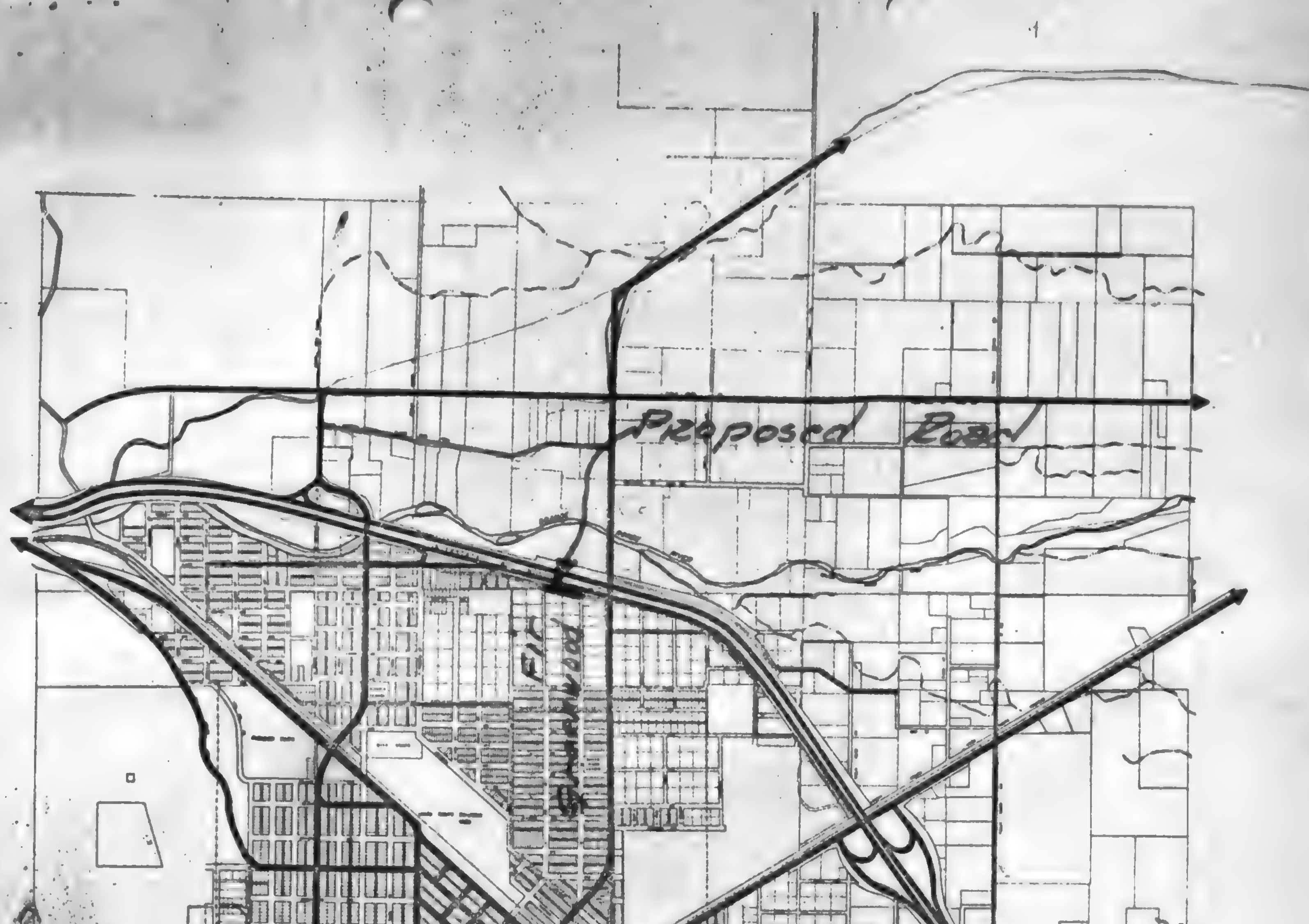

LA GRANDE, OREGON

MAJOR STREET PLAN

ARTERIALS
COLLECTORS

PLATE 19

NOV 19 1970

FOR FILING

[illegible]

136

November 17, 1970

Mr. R. E. Simpson, Division Engineer
Federal Highway Administration
Post Office Box 300
Salem, Oregon 97303

Dear Sir:

Re: Statewide Inspection-in-Depth
Field Testing Laboratory and
Equipment
Your Ref. 08-35-DA/439.1

We are pleased you found the field laboratories were generally adequately equipped to perform the required tests and the equipment in reasonably good condition. Consideration is being given to improving the deficiencies in the few items noted.

The checking and adjusting of the testing by the field inspectors will be covered in our forthcoming training sessions as will the necessity for documenting when the equipment has been checked for accuracy.

The use of the 1/4-cubic foot air entrainment buckets for checking the cement factor and unit weight of portland cement concrete was necessitated by the lack of scales in the field with sufficient capacity to use buckets with 1/2-cubic foot or larger volumes. The smaller volume buckets have, with few exceptions, proved adequate. The number of scales with sufficient capacity to weigh the larger volumes of concrete has increased substantially in the past year or so but is still not adequate during the peak construction periods. It is intended, therefore, to use the smaller buckets as an alternate method until such time as additional equipment is available.

Regarding the field laboratories furnished by the contractors, we are presently reviewing our specifications for the minimum requirements to insure that adequate electricity, water, heat, and storage space is provided. The furnishing of State-owned laboratories is also being reviewed.

Very truly yours,

R. L. Porter
State Highway Engineer

By

A. E. Johnson
Assistant State Highway Engineer

cc R. L. Porter
Tom Edwards
F. D. Morgan

MDG:fw ms

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

Routing
Morgan
Decker
Glenn

RECEIVED
OCT 27 1970
CONSTRUCTION
DIVISION

10-22-70

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

DATE: October 13, 1970

In reply refer to: 08-35-DA/439.1

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Statewide Inspection-in-Depth
Field Testing Laboratory and Equipment

During this past summer our Area Engineers have inspected four projects for this phase of our Inspection-in-Depth program. The projects inspected were I-5-1(72)36, I-205-7(12)290, I-80N-6(42)256, and F-181(23).

You were furnished copies of the reports covering each inspection.

While the projects inspected were limited in number, our review indicated the project field laboratories met the minimum requirements, the projects were generally adequately equipped to perform the tests and the equipment was in reasonable, good condition. There were a few items noticed, however, that we believe will deserve your consideration.

1. There is no apparent record as to when or if some equipment is checked.

2. Some of the testing inspectors did not know how to check their equipment or to adjust it. This apparently is being left up to the Region Testing Engineer.

3. The buckets being used for checking the yield or unit weight of Portland cement concrete were the air entrainment meter buckets (¼ cubic foot) instead of the ½ or 1 cubic foot buckets specified on Page III 116 of your inspectors manual.

4. The quality of field laboratories furnished on the projects inspected did not appear commensurate with the bid prices. While the field laboratories met the specifications, they did not always have electricity, most of the time did not have water, had no heat or air conditioning, had inadequate ventilation and organized storage space, and were otherwise poorly arranged with respect to the testing necessary for the particular testing needs of the project.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

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Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

I-80N-[illegible]

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

DATE: November 10, 1970

In reply refer to: 08-35-DB/439.1

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Statewide Inspection-in-Depth
Construction Signing and Traffic Control

During the past construction season our Area Engineers inspected five projects on the subject phase of our inspection-in-depth program. The projects inspected were: I-80N-3(58)108 and I-80N-4(20)112, I-5-2(64)73, I-5-3(86)121, I-80N-6(42)256, F-181(23), and F RF-156(19). You have been furnished copies of the reports covering each inspection.

No significant deficiencies were found on this series of inspections. Our conclusion is that contract provisions for construction signing are generally quite thorough and are being applied on the project in a conscientious manner. You are encouraged to maintain the high standards you have set for the guidance of traffic through highway construction projects.

11-13-70 [illegible]

NOTED
A. E. [illegible]

NOTED
TOM EDWARDS

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

INSPECTION NO. 6

NOV 18 1970

CONSTRUCTION DEPARTMENT
INSPECTION REPORT

Name of Job LaGrande Bypass Contract No. 7337

I-80N-6(14)256

Highway Old Oregon Trail

7337

Contractor Gordon H. Ball Date Nov. 6, 1970

	Initial	Inspection Made by John H. Walker
X	Intermediate	J. C. Hiatt
	Final	Alfred E. Shirley, Jr.
	Special	

NOTED
A. E. JOHNSON

REMARKS

The only activity on this project at the time of inspection was crushing of aggregates and some bridge work. This was due to rain making earthwork virtually impossible to continue as haul roads were slick.

Contractor (Crushing Sub) is making 1"-0 at present. Stockpile area on side hill at plant and is very limited piles. Piles are being built against each other and there cannot help but be contamination of the various sizes of aggregate. It also appears there will be considerable loss on the ground due to the irregularity of the sidehill slope.

Contractor is crushing on the low side of the #10-0 size on the 1"-0 material, but is for the most part in substantialy compliance with the specifications. It was discussed whether we could force the contractor to supply more percent of fines. A paragraph in specs states the quantity or percentages of individual sizes may be varied if material is to be in stockpile and it is presumed that proper density could not be obtained. However, in this case, there does not appear to be any problem of securing density and compaction so long as the contractor is in specifications it did not appear that we could require more percentage of fines unless we were willing to pay extra for it.

cc: Div. Engr. H. S. Coulter
Res. Engr. J. C. Hiatt
A. E. Johnson

John Walker
Signed
John H. Walker, Field Contruction Engineer

RECEIVED
OCT 28 1970
FOR FILING
I-80N-6(42)256
7337

126

October 27, 1970

Mr. R. E. Simpson, Division Engineer
Federal Highway Administration
Post Office Box 300
Salem, Oregon 97308

Dear Sir:

Re: Oregon I-80N-6(42)256
La Grande Section
Contract No. 7337
Your Ref. 08-35.6

We have reviewed the inspection-in-depth report accompanying your October 15 memo with considerable interest. It is noted that except for a few minor deficiencies the fabrication is reasonably well in line with controlling plans and specifications and that our inspection agency is performing in a competent manner.

The matter of the potential overrun of estimated costs for inspection has been of concern to us for some time. On October 2, we forwarded to you a revised estimate of inspection time and costs prepared by our inspection agency and asked your approval to revise the limiting amount of the agreement to cover the revised estimate. Mr. Burghardt advised us by phone last week that you are in the process of approving this request.

Very truly yours,

R. L. Porter
State Highway Engineer

By

A. E. Johnson
Assistant State Highway Engineer

cc R. L. Porter
Tom Edwards
I. D. Merchant
D H. S. Coulter
CAG:ag ms

NOTED
A. E. JOHNSON

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

DATE: October 15, 1970

In reply refer to: 08-35.6

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon
Attention: Mr. A. E. Johnson

FROM : Mr. R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon I-80N-6(42)256
LaGrande Section

Johnson
cy - Fdw
10-16-70

Attached is an inspection-in-depth report on steel fabrication and its inspection by Northern Testing Laboratories. The major finding of this inspection is that the inspection agreement does not provide sufficient funds to complete the inspection work. It is also brought out in the report that the inspection work is adequate and the lack of progress was caused by the fabricator. Accordingly you should amend the inspection agreement to provide sufficient funds to complete the fabrication inspection.

Enclosure

cc:
Region (08-00.34)
Wash DC
Admin Mgr

RECEIVED
OCT 1[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

copy Porter

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OCT 19 1970
BRIDGE DIVISION

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

STATE COPY

FORM PR-33D
(REV. 3-68)

OSHD
Admin Engr
Region(3) Wash DC Nichols, Area Engr
Ed Rief, Portland OSHD
File 439

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

STATEWIDE INSPECTION-IN-DEPTH REPORT

(PPM 20-6.1)

(Check appropriate box) ☐ ORIGINAL INSPECTION REPORT ☐ FOLLOWUP REPORT

PROJECT NUMBER: I-80N-6(42)256

REGION: 8

DIVISION: Oregon

COUNTY: Union

REPORT OR CONTROL NUMBER: 15-70-SID-(4)24

DATE OF INSPECTION: 9-8 - 10-70

PHASE(S) INSPECTED: Structural Steel Fabrication

INSPECTION MADE BY:
R. W. Pillsbury, Structural Engr
E. J. Rief, Insp. EngR, OSHD

IN COMPANY WITH:
R. Kanemura, Vice Pres., and
L. Osborn, Inspector,
Northern Testing Laboratories

CONTRACT AMOUNT: $10,774,614.00

REPORT PREPARED BY: R. W. Pillsbury, Structural Engineer

TIME ELAPSED: 40 %

PROGRESS OF WORK: Satisfactory

CONTRACTOR (Name and address):
Gordon H. Ball, Inc.
Danville, California

WORK COMPLETED: 25 %

QUALITY OF WORK: Satisfactory

LOCATION: Gate City Steel Company steel fabricating plant in Pocatello, Idaho

REPORT TO INCLUDE: (1) SCOPE OF INSPECTION (2) SUMMARY OF FINDINGS, RECOMMENDATIONS, AND ACTIONS TAKEN

LA GRANDE SECTION
OLD OREGON TRAIL HIGHWAY

INTRODUCTION:

This inspection is the third one in a Statewide series of inspections on structural steel fabrication.

Fabrication of the plate girders for the two twin grade separation structures is being done by Gate City Steel Company in Pocatello, Idaho. The 2,730,000 pounds of A36, A441, and A588 structural steel is 10% of the total contract amount.

The shop fabrication is being done by Northern Testing Laboratories under a consultant agreement with the Oregon State Highway Division.

SCOPE OF INSPECTION:

This inspection included shop fabrication of the structural steel, drilling and reaming, shop erection, inspection work by Northern Testing Laboratories, and records. The inspection followed a prepared guideline which, with other supporting data, is on file with the Division office copy of this report.

(more)

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OCT 19 1970
BRIDGE DIVISION

PREVIOUS EDITIONS MAY BE USED UNTIL SUPPLY IS EXHAUSTED

I-80N-6(42)256   9-8 - 10-70

2 RECEIVED
OCT 19 1970
BRIDGE DIVISION

MAJOR FINDING AND RECOMMENDATION:

1. Finding: At the time of this inspection the fabricator had completed only 27% of the work while the inspection agency has used almost 50% of the funds set up for inspection.

Recommendation: The State should consider taking steps to increase the amount of money for steel fabrication inspection.

DISCUSSION:

Inspection Agency

Northern Testing Laboratories is substantially meeting the terms of the inspection agreement in regard to degree and amount of inspection performed. The fabricator is currently using a total of 30 men on two shifts. The inspection agency has one full-time inspector at the plant. He varies his work schedule to cover different parts of each of the shifts every day. The type and quantity of fabrication being done is condusive to this type of inspection.

Inspection work on this project is being paid for on an hourly basis with a maximum amount of money specified in the agreement. It is now apparent that the originally estimated inspection money will be exceeded by as much as 50% when fabrication is complete. This overrun was caused by a lack of progress initially by the fabricator. The State should obtain a new estimate of inspection costs and write an amendment to cover the overrun.

Additional Findings

Gate City Steel Company is generally doing an acceptable job of fabrication. There were, however, several items found that needed correction.

The welding electrode and flux ovens were found to have acceptable temperatures. One flux oven had a broken door, and the measured temperatures of all ovens did not agree with the indicated temperature settings on the ovens. They will be repaired. The electrode ovens were set at holding temperatures and there was a question of when the rods were dried. The fabricator will install a drying oven in the tool room to initially dry the rods which then will be stored in the shop holding ovens. The flux ovens were set at drying temperatures, but there was no control on when the new flux was added to insure that it had sufficient time to dry. The fabricator will establish a procedure to charge the flux ovens late in the shift.

One instance was found of welding over dirty tack welds on a flange to web connection. This was stopped immediately by the inspector.

The fabricator was having difficulty grinding the 2 1/2:1 sloping face on transition flange butt splices. He was using a disc grinder and had a

(more)

tendency to notch the beveled surface. A belt grinder was suggested but the fabricator reported they were going to try a flexibly mounted disc. This may solve the problem.

Some gusset plates for the lower lateral bracing were found on some completed work to have slightly insufficient weld reinforcement. Steps were taken to prevent this on future work. The completed work has been accepted by the State as being in substantial conformity with the specifications.

Flanges on the girders in the shop erection bay were found to have small localized kinks in them instead of a smooth soffit. It was decided that this was caused by an insufficient number of camber control points for cutting the webs. Future webs will have camber points every 3 feet. The kinks are minor and should not detract from the overall appearance of the completed structure.

It was found that the holes in the flange splices were not always in a straight line - some being off over 1/4 inch. This was caused by the drilling procedure where a horizontal drill was being used with the girders laying on their sides. The holes meet all edge distance requirements and will cause no problems. This was pointed out to the fabricator who will try to work within a 1/8" tolerance in the future.

RECEIVED
OCT 19 1970
BRIDGE DIVISION

I-80N-6(42)256

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OCT 29 1970
OFFICE OF
STATE HIGHWAY ENGINEER

7337

STATE COPY

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OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED EFFECTIVE DATE 10-15-70
Contingent upon modification of project agreement if additional funds are required
BY
Dist. Engineer
TITLE
DATE 10-27-70
FEDERAL HIGHWAY ADMINISTRATION

Project Name LaGrande Section
Highway Old Oregon Trail
County Union
Contractor Gordon H. Ball Inc.
Address P.O. Box 659, Kent, Washington. 98031

Date October 15, 1970
Contract No. 7337
Prefix 631-1067
F. A. Project No. I-80N-6(42)256
Order No. 1 (Revised)

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Flagging - State Share - Payment of "State Share" of flagging costs applying to flagmen and pilot cars furnished by the contractor for the purpose of safeguarding traffic passing thru and by the project while said project is under construction.

Location by station numbers:

Thru out project.

NOTED
TOM EDWARDS

Estimate of quantities and cost:

Flagging - States Share..$80,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

As per Standard Specifications for Highway Construction - 1964 and supplemental specs. Section 7-30 & 9-8 with particular reference to article 9-8 percentage allowance.

See attached sheet for additional provisions applying to payment.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$12,366,409.50	
Present estimate of project cost, including $80,000.00 for work under this order	$12,366,409.50	
Expected under-run over-run amount	$0.00	
Expected under-run over-run per cent	0	

Submitted by: J C Fitt
Resident Engineer

Approval Recommended:
Construction ~~Bridge~~ Engineer
Admin

Approval Recommended:
Reg Maint
Division Engineer

Approved:
Assistant State Highway Engr

10-29-70

[illegible]

LaGrande Section
Old Oregon Trail Highway
Union County
October 15, 1970

Order for Extra Work
Order No. 1 (Revised)

Temporary Protection and Directional Measures for Traffic

(Payment)

In cases where the necessity for flagging exceeds a period of four hours or more, the wage rate for flagmen and pilot car operators, on which the State will participate on the force account basis, shall not exceed the rates specified for said classifications in the schedule of minimum hourly wage rates. In the event wage rates are not set forth for said classifications, the rate specified for "General Laborer" will apply.

In cases where the necessity for flagging is of an intermittent nature of four hours or less duration, the contractor may use crafts, other than flagmen at specified rates or general laborers, that are immediately available at the site of the work and the State will participate, on a force account basis, on the wage specified of the craft used.

RECEIVED
OCT 26 1970

FOR FILING

I-80N-6(42)256
7337

October 23, 1970

Mr. R. E. Simpson
Division Engineer
Federal Highway Administration
P. O. Box 300
Salem, Oregon 97308

Contract 7337
Prefix 631-1067
FAP I-80N-6(42)256

Dear Sir:

Herewith for your consideration and approval are copies of Extra Work Order No. 1 Revised covering a revision to the flagging specifications on the LaGrande Section of the Old Oregon Trail Highway in Union County.

This order revises the specifications for flagging in the contract to include the current standard specification which allows the use of crafts other than laborers as flagmen for intermittent periods.

This revision was tentatively approved by the Federal Highway Administration Division Engineer January 15, 1970.

Your approval as of January 15, 1970 is requested.

Very truly yours,

R. L. Porter
State Highway Engineer

By

John A. Bond
Construction Administration Engineer

BMW:fw

RECEIVED
OCT 21 1970
FOR FILING

UNITED STATES GOVERNMENT

Memorandum

I-80N-6(42)256
7337

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

DATE: October 13, 1970

In reply refer to: 08-35-DA

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Additional Steel Inspection Costs on Oregon I-80N-6(42)256

In regard to Mr. Merchant's October 2 letter we approve your request to revise the limiting amount of the agreement by $7,837.50, making the revised total expenditure under the agreement $24,637.50.

10-21-70
Orig to Merchant

NOTED
A. E. JOHNSON

NOTED
TOM EDWARDS
RECEIVED
OCT 19 1970
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
OCT 8 - 1970
FOR FILING

I-80N-6(42) 256
7337

Salem, Oregon
October 7, 1970

Cove Avenue Undercrossing
I-80N, La Grande

I. D. Merchant
Bridge Engineer

BUILDING

Please provide for curbs on the subject structure which is presently under contract. As discussed in your office this date, it was agreed we would provide a 4-inch curb.

A. E. Johnson
Assistant State Highway Engineer

cc F. D. Morgan
H. S. Coulter

RECEIVED
OCT 13 1970

FOR FILING

I-80N-6(42)-3-6
7337

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
September 28, 1970

SUBJECT:
Oregon I-80N
Cove Avenue Undercrossing
Structure

To:

Mr. A. E. Johnson
Assistant State Highway Engineer

SALEM

Upon receipt of your letter of September 1, 1970, we requested that the Resident Bridge Engineer in Pendleton, Mr. H. N. Van Cleave, study the structures on I-80N near Pendleton to the west. He was to attempt to determine what effect, if any, the addition or omission of the curbs had on the erosion at the ends or under the edges of the structures. A copy of his letter to this office is attached.

It would appear to us that, if curbs are provided, adequate drainage should also be provided at the bridge ends. If curbs are omitted, it appears that some deterioration at the drip line could be expected. As the attached letter states, we have had no complaints of falling material.

Please contact this office if further information on this matter is required. At this time, we are proceeding as per our last instructions to omit the curbs on the structure at Cove Avenue, La Grande Section.

H. S. Coulter
Regional Engineer

By

C. O. Fredrickson
C. O. Fredrickson
Regional Construction Engineer

COF:sh
Attachment

cc L. L. Wallace

NOTED
A. E. JOHNSON

RECEIVED
SEP 30 1970
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 2-90 (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

September 24, 1970
Pendleton, Oregon

SUBJECT: Curb Study

To: H. S. Coulter
Regional Engineer
La Grande, Oregon

Attn. C. O. Fredrickson:

In reference to your request that a study be made of structures in this area with and with out low curbs, I have discussed this with the District Engineer, Robert Pool, and with some of his maintenance foremen. I have also visually inspected structures with and without low curbs. The following seems to be the concensus of opinion of all concerned;

1. There has not been a complaint or a claim against the state in this area with respect to water, snow, dirt or rocks falling on the freeway from overcrossing structures without curbs.

2. The overcrossings at Barnhart, Yoakum, Rew and Echo Interchanges have a 2" curb that was added by extra work while under contract. No provisions were made to handle the water once it left the structure, however. All of these structures show erosion.

3. The four structures observed without curbs had no erosion problems on the slopes. At the drip line, in all cases, the outside edge of shoulder had a slight dip and in two places the pavement had began to deteriorate.

4. All structures in part 2 and 3 above were on a tangent, with crown section. It is apparent that rocks as large as 3/4" have fallen from these structures and I feel that it is probably through good fortune that no damage was caused.

5. The structures observed with 10" curbs did not have any erosion problems.

It is my opinion that as long as the structure without curbs are on tangent with a crown section, there would be no problem. However, any structure on a curve should have curbs.

H. N. Van Cleave
Resident Bridge Engineer

HNVC: pf
cc: File

FORM E-30-X (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

September 1, 1970

To: H. S. Coulter
Region 5 Engineer

La Grande

SUBJECT: Oregon I-80N
Cove Avenue Undercrossing
Structure

Attached is a copy of a letter from R. E. Simpson, Division Engineer, Federal Highway Administration, relative to the elimination of low curbs on the subject structure over the Interstate freeway.

There seem to be other structures over the freeway in the same category. Apparently, you have had conversation with your Area Engineer and Mr. Simpson has indicated a desire to discuss this problem. We have constructed other bridges over the freeway without curbs and the purpose of this letter is to determine if you have any factual information to substantiate the thought that hazardous conditions are associated with the elimination of the curbs.

Please determine if you or any of your people have such information and advise at your earliest convenience.

ORIGINAL SIGNED BY
A. E. JOHNSON
A. E. JOHNSON

A. E. Johnson
Assistant State Highway Engineer

AEJ:ms
Att.

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

DATE: August 17, 1970

In reply refer to: 08-35-DA

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon I-80N-6(42)256
LaGrande Section
Cove Avenue Undercrossing Structure

I understand the low curbs on this structure over the Interstate Freeway are to be eliminated. I also understand the need for curbs on structures over the Interstate in eastern Oregon has been previously reviewed and some structures have been built without curbs on a trial basis. Certain hazardous conditions could be associated with respect to water, snow, dirt, and rocks falling on the freeway from overcrossing structures without curbs.

I would appreciate a discussion of your reasoning for eliminating the curbs.

Johnson
Discuss

NOTED
TOM EDWARDS

RECEIVED
AUG 19 1970
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
SEP 24 1970
FOR FILING

I-80N-6(42)256
7337

September 23, 1970

Mr. S. T. Ford
Executive Assistant
Department of Transportation
129 Highway Building
Salem, Oregon 97310

Dear Mr. Ford:

Attached is a suggested reply to Neal R. Isaacson of La Grande who wrote to Mr. Marko Haggard, Ombudsman, concerning noise and dust created by the highway construction project on the La Grande Bypass Section of I-80N.

The Regional Engineer in La Grande reports that they have always had the dust problem under control; however, I can appreciate the noise is a nuisance and is bothersome to people living in close proximity. The work is being expedited just as rapidly as possible and I believe before long, the matter will be a thing of the past.

Very truly yours,

R. L. Porter
State Highway Engineer

Att.

cc: Tom Edwards
A. E. Johnson
V. D. Wolfe
F. D. Morgan
H. S. Coulter

ms sr

SUGGESTED REPLY FOR MARKO HAGGARD'S CONSIDERATION
September 23, 1970

Mr. Neal R. Isaacson
Route 1, Box 94
La Grande, Oregon 97850

Dear Mr. Isaacson:

Thank you very much for your recent letter relative to the noise and dust problem that you are experiencing in La Grande. This is in connection with a State Highway Division contract on I-80N.

I understand that the contractor has modified some of his equipment, and it is reported that this has helped the noise problem considerably. I further understand that he is now operating on two 8-hour shifts rather than the previous two 10-hour shifts.

The Highway Division reports that they have been watching the dust problem and they believe that it is reasonably controlled.

I can appreciate the inconvenience that the highway construction job creates in the immediate area; however, if we are to modernize our highway system and complete our portion of the Interstate network, a certain amount of this sort of thing is bound to occur. The Highway Division will do everything within their power to see that the work is prosecuted expeditiously and that it will not be long before the problem should be over in this vicinity.

RLP:fn sr

Route 1, Box 94
LaGrande, Oregon 97850
September 1, 1970

2904 ½ Spruce St.

RECEIVED
SEP 18 1970
D. O. T.

Ombudsman
State Capitol Bldg.
Salem, Oregon

Dear Sir:

This letter involves a complaint about excessive noise and dust created by a firm building a highway through this town.

Briefly, the noise created is by equipment hauling fill material to build the road bed for this highway. Also, the dust is created by this same equipment. Some watering is done to hold the dust down but nothing is being done to control the noise emitted by the equipment used.

I have checked with people in this construction company and they are not at all sympathetic with our views nor are they willing to try to correct or control these problems. The local Sheriff office says "have no control over such matters--doubtful if anyone has control over noise and dust." The local City Manager says a " noise ordinance is in effect and I'll check with the construction people and see if they will alter their operating schedule". [The State Highway Dept. says " nothing will or can be done because the contractors have a deadline to meet and as long as the weather is good they are going to work two long shifts per day. I'll check on noise ordinances and call you if I find something that can be used."] I never heard from these people. The local police office admits to the existence of the noise ordinance but are unwilling to get off their duffs to do anything about it. The local district attorney says this:" clear out of my control and jurisdiction. The State Highway Dept. is to big for me to handle." State Police Dept. " no,we have nothing to do with noise or dust control---call the local law office or the District Attorney". And so it goes---mostly the above list merely passed the buck to some other organization.

There is no doubt the noise and dust is bad but to compound the problem even more this construction firm has kept their equipment going from about 5 A.M. to 1A.M the next day or a period of about 20 hours out of 24 hours. This leaves us about four hours per day to get needed rest for the next days work and believe me this is not enough. I realize these people have a job to do but so do we that live near this noisy and dusty thoroughfare. Our house is so full of dust from this operation it is affecting family health and with the outside heat we must keep the doors open at least part of the day for ventilation.

This construction firm is from California and I know the ordinances in effect there allows construction work to proceed between 7 A.M. and 7 P.M. This is quite reasonable and should work in this State too. The present operating schedule being applied by this construction firm on this job is too much- --too much noise, too much dust and too much confusion in general.

I understand from a local attorney that citizens here can get an injunction against this construction firm and halt their production schedule until they assure compliance with a more reasonable schedule. However, such action should not be necessary when all that is necessary is to control dust, noise, and conduct their work during more reasonable hours. Twenty hours per day for the last six weeks is too much.

Perhaps you have some ideas on what can or should be done. We were here long before this construction firm arrived and intend to be here long after they have gone back to California and don't want to say or do those things that gives the Californians bad impressions of Oregonians. Maybe that is your job, so we can avoid such impressions.

I'd appreciate getting your views on this problem.

Very truly yours,

Neal R. Isaacson

Neal R. Isaacson

RECEIVED
SEP 15 1970

OR ING

I-80N-6(42) 256
7337

September 15, 1970

Mr. Murray D. Snyder
City Manager
City of La Grande
3632 City Hall
La Grande, Oregon 97850

Dear Mr. Snyder:

Re: La Grande Section, Old Oregon Trail Highway
Union County

In reply to your letter of August 24, enclosed is a print of our plan for the La Grande Section of Interstate 80N on which are shown the proposed cul-de-sacs mentioned in our letter of August 11 to Mr. Grant E. Millering.

The following is our policy which is used to arrive at cul-de-sac locations throughout the state system. Where present streets or dedications end at private property and do not provide continuity of traffic flow, we do not provide cul-de-sacs or right-of-way as we are continuing the same type of facility which now exists. An example of this is North Fir Street which presently ends in private property. Also, where only one property remains on a severed street, no cul-de-sac is provided. An example of this is Watson Street south of the Wallowa Lake Highway Interchange where only one property remains north of the Elgin Street intersection. Where traffic flow or future traffic flow is interrupted, cul-de-sacs are provided. Orodell Road is an example of this. On existing Orodell Road, Z Avenue, Watson Street (north of the freeway) and Holmes Street, we plan to buy right-of-way and construct the cul-de-sacs. On the alley between Birch Street and Depot Street, on Portland Street, and the alley between Portland Street and Albany Street, we plan to buy right-of-way for use by the City in future cul-de-sac construction.

We have learned from our Right of Way Section that some property owners adjoining these cul-de-sac locations do not wish them constructed or right-of-way taken. Our field personnel have been notified to work with the City and the property owners to determine whether or not some are to be deleted.

We have once more discussed your frontage road plan with the Bureau of Public Roads and they are admant in their view that the State's present plan adequately re-establishes the existing roadway system. They justify their reasoning in this manner:

Your proposed frontage road between Lake Street and Spruce Street provides a facility which is presently nonexistent. The proposed frontage road between Russell Street and Portland Street is duplicated by the existing route of Cherry Street south to X Avenue, thence east to Portland Street. The frontage road from X Avenue to Watson Road provides a facility which is presently nonexistent.

The Bureau feels your plan has merit but the providing of it is not a responsibility of the Interstate System.

There is some better news concerning the four intersections mentioned in your August 1, 1968, letter. The Walnut Street and Polk Street intersection is clear of the river channel change and will have sufficient room for your future construction. The Birch Street and Lake Street intersection will have about 50 feet of roadway clear of our right-of-way and the Cherry Street and Russell Street intersection will have about 45 feet clear of our right-of-way. The Bureau of Public Roads has informed us that if in the future the City improves these corners, they would not be averse to giving a little on our right-of-way line to make this possible. The Albany Street and X Avenue intersection will require the purchase of a residence, according to our map, which we do not believe is justified at this time.

If there are any doubts remaining, we will be glad to meet with you to clarify the matter.

Very truly yours,

R. L. Porter
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

Encs.

cc: R. L. Porter
Tom Edwards
Victor D. Wolfe
Frank L. Hall
H. S. Cox
F. B. Crandall
H. S. Coulter

DNS:jp srb

City of La Grande

COMMISSION-MANAGER FORM OF GOVERNMENT
SINCE 1913

IN THE GRANDE RONDE VALLEY - - THE BLUE MOUNTAINS - - NORTHEASTERN OREGON

La Grande, Oregon

August 24, 1970

Routing
Barbee
Hall
A. Olsen
Sample
Tarpin
Swensen
Trout 4
Wills
Hackleman
Scott
R. Olson
Carstensen

RECEIVED
AUG 26 1970
DESIGN
DIVISION

Mr. R. L. Porter
State Highway Engineer
Highway Building
Salem, Oregon 97310

Attn: Mr. F. B. Klaboe

Dear Mr. Porter:

Your letter of August 11, 1970, was read at the City Commission Meeting of August 19, 1970. The City Commission was alarmed at the prospect of non-approval of the frontage roads along the Freeway. This feeling comes about by past assurances that if the frontage roads were contained in the City's general plan that the prospects would be excellent that the frontage roads would be built in conjunction with the freeway.

A copy of the General Plan is enclosed in the event a copy did not reach your office.

We would be interested in which of the cul-de-sacs were approved last May by the Bureau of Public Roads.

Our original letter of request stated frontage roads and cul-de-sacs (under certain conditions) were desired. A copy of this letter is attached.

Very truly yours,

Murray D. Snyder
City Manager

REFERRED TO
Design Engr.

RECEIVED
AUG 26 1970
OFFICE OF
STATE HIGHWAY ENGINEER

MDS/mc
CC: Scott Coulter, Engr., La Grande
Encl: ~~2~~ 1

P.S. Our check out list indicates you received 2 copies of the General Plan on July 21, 1970, therefore, we are not enclosing one at this time.
MDS

August 1, 1968

Mr. H. S. Cox
City County Relations
State Highway Building
Salem, Oregon 97301

Dear Mr. Cox:

I am writing to express the desires of our City Commissioners and City Manager, Mr. Snyder, concerning the proposed freeway through the north part of town.

Where the southerly right-of-way line of the freeway crosses through the following intersections, we would like for the State to provide the City with a minimum of 60 feet of right-of-way parallel to the freeway right-of-way line.

1. North Walnut & Polk Street. Across River from hwy.
2. North Birch & Lake Street. } Bend on R/w line Later
3. North Cherry & Russell Street. }
4. North Albany & X Avenue. Have to buy out a residence

This would prevent these areas from being dead ends.

Also, on every City right-of-way being crossed by the freeway and being dead ended by the same, we are requesting a minimum of a 90 foot cul-de-sac wherever there is not an intersection to relieve the dead end condition.

I am sorry if we are "behind the eight-ball" with these requests, but would appreciate whatever you can do to help us get these items taken care of.

Very truly yours,

Ronald Gross
City Engineer
Box 670
La Grande, Oregon 97850

RG/mc

RECEIVED
SEP 8 - 1970
FOR FILING

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

I-80N-6(42)256
73-7

September 3, 1970

Mr. Jack W. Soper
Kaiser Steel Corporation
300 Lakeside Drive
Oakland, California 94612

Subject: 8H40 Test Piling

Dear Mr. Soper:

In May of this year Kaiser Steel Corporation furnished four pieces of 8H40 piling to be driven on the LaGrande by-pass section. The purpose of the test pile was to compare the driving and bearing characteristics of the 8H40 section to the standard 10BP42 bearing pile section. The 8H40 compared very favorably with the 10BP pile section under the conditions existing at this test site. The action of the 8H section during driving gave the state assurances that the lesser stiffness of the section would be no great problem in the driving operations. For the actual foundation conditions, the penetration was comparable to the 10BP section inasmuch as both were point bearing piling. As would be expected, the 8H section indicated less friction value than the larger 10BP section until the area of final pile refusal at the required bearing value.

As a result of these tests, the state has assurance that the piling will perform satisfactorily. However, the state cannot use the 8H section as an alternate to the 10BP pile section as a blanket policy. The state will still reserve the right to specify the locations for the 8H section as an alternate to the 10BP section.

During your recent visit you left a reel of Super 8 movie film covering the test pile driving. I am still holding this reel as you requested and it will be available when you make your next call to this office. Also at your last meeting, you requested a copy of our report on the test pile driving. I am unable to send you a copy of this report as the determination has been made that it is for the Highway Division's internal use only.

Very truly yours,
ORIGINAL SIGNED
IVAN D MERCHANT
Ivan D. Merchant
Bridge Engineer

RECEIVED
SEP 3 1970
OFFICE OF
STATE HIGHWAY ENGINEER

IDM:ew
cc: A. E. Johnson ✓

NOTED
A. E. JOHNSON

RECEIVED
OCT 27 1970
FOR FILING

Files

I-80N-6(42)256
7337

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 1, 1970

RAILROAD COMPANIES
FILE No. 687

To: Mr. Floyd Query
Secretary
State Highway Commission
BUILDING

SUBJECT:
R/W Nos. 41724
PUX 640 SXF 397
PUX 664 SXF 425
Haul Road Agreements
Union Pacific Railroad Company
La Grande Section
Old Oregon Trail Highway
Union County
Project No: I-80N-6(42)256
Contract No: 7337

Attached you will find one copy each of two (2) haul road agreements.

The State's original fully executed counterpart has been handed to Velda DeGuire in Mr. Saling's office for processing, after which it will be forwarded to your office for your permanent records.

Distribution of conformed copies has been made as indicated below.

F. D. Morgan
Construction Engineer

By: T W Litchfield
T. W. Litchfield
Railroad & Utility Engineer

Note to J. C. Hiatt: Please give one copy of each agreement to contractor.

TWL:djg
Enclosure
cc: A. E. Johnson
F. D. Morgan
H. S. Coulter (w/agreement)
J. C. Hiatt (2) (w/agreement)
R. N. Chase (3) "
I. D. Merchant "
V. E. Skoog "
E. F. Saling "
J. L. Sollis "

10-14-70
Noted in agree. book
Fran

Fran

NOTED
FLOYD QUERY

SP*62478-734

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

April 10, 1970

Oregon State Highway Commission

AGENDA
APR 21 1970
49

Gentlemen:

On the agenda for the April 21 meeting will be two haul road agreements with the Union Pacific Railroad Company providing for the installation of haul road grade crossings over the Railroad's Joseph branch and main line to facilitate the construction of the La Grande Section of the Old Oregon Trail Highway (I-80N) in Union County.

These agreements are the standard haul road agreements prepared by the Railroad and require the State and contractor to bear all costs incurred by and abide by all regulations set forth by the Railroad.

The agreements have been executed by the contractor, Gordon H. Ball, and he has agreed to bear the costs incurred by the Railroad, which are estimated to be $1,450.

Your approval is recommended.

Very truly yours,

Forrest Cooper
Forrest Cooper
State Highway Engineer

2 in duplicate

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
V. E. Skoog
F. D. Morgan (Attn: T. W. Litchfield)
H. S. Coulter

(A)
4 COPIES TO BE SIGNED

By Commission

NOTED
FLOYD QUERY

RECEIVED
SEP 3 1970

~~FOR FILING~~

I-80N-6(42)256
7337

Salem, Oregon
September 1, 1970

Oregon I-80N
Cove Avenue Undercrossing
Structure

H. S. Coulter
Region 5 Engineer

La Grande

Attached is a copy of a letter from R. E. Simpson, Division Engineer, Federal Highway Administration, relative to the elimination of low curbs on the subject structure over the Interstate freeway.

There seem to be other structures over the freeway in the same category. Apparently, you have had conversation with your Area Engineer and Mr. Simpson has indicated a desire to discuss this problem. We have constructed other bridges over the freeway without curbs and the purpose of this letter is to determine if you have any factual information to substantiate the thought that hazardous conditions are associated with the elimination of the curbs.

Please determine if you or any of your people have such information and advise at your earliest convenience.

A. E. Johnson
Assistant State Highway Engineer

AEJ:ms
Att.

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: August 17, 1970

In reply refer to: 08-35-DA

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon I-80N-6(42)256
LaGrande Section
Cove Avenue Undercrossing Structure

I understand the low curbs on this structure over the Interstate Freeway are to be eliminated. I also understand the need for curbs on structures over the Interstate in eastern Oregon has been previously reviewed and some structures have been built without curbs on a trial basis. Certain hazardous conditions could be associated with respect to water, snow, dirt, and rocks falling on the freeway from overcrossing structures without curbs.

I would appreciate a discussion of your reasoning for eliminating the curbs.

Johnson
Discuss

[illegible]

RECEIVED
AUG 19 1970
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

SEP - 1970

F... I-80N-6(42)256
1227

INSPECTION NO. 2 C

CONSTRUCTION DEPARTMENT
INSPECTION REPORT

Name of Job LaGrande Section Contract No. 7337

Highway Old Oregon Trail

Contractor Gordon H. Ball Date August 19 - 20, 1970

____	Initial)	Inspection Made by	Ray Schwegler, Reg. Matls. Engr., FHWA
	)		L. P. Renz, Area Engr., FHWA
____	Intermediate)		Hal Wierenga, Trainee, FHWA
	)		John H. Walker, OSHD
____	Final)		Ken Berg, OSHD
	)		J. C. Hiatt, OSHD
____	Special)		C.D. Hiatt, OSHD

REMARKS

This was the second inspection of a series to be made on this phase of construction. A compaction test on the original ground using the Washington Densometer and Speedy Moisture Tester was observed. On August 20, we visited the field laboratory set up at the quarry site where 1-1/2"-0 base rock was being produced. Witnessed contractor's personnel obtaining sample and field personnel running gradation, S.E., L.L. and P.I. tests. The field laboratory is 2"x2" framing covered with plywood furnished by the contractor at a bid price of $1,200. Three are required tobe furnished on this project. Laboratory conformed with specifications. Water was not readily available at this site. We were informed it would be made available when the cement treated base construction starts. It was questionable whether we are getting our moneys worth considering the contractors move these buildings from project to project.

Following the inspection of the crushing operations, the concrete testing equipment of the Bridge Engineer, Harry Woodward, was inspected. No pours were being made, therefore testing could not beobserved.

All of the Inspectors were checked and found to be certified to perform the tests they were performing

A copy of the guideline being followed on these inspections is attached with the findings for this inspection.

RECEIVED
AUG 24 1970
OFFICE OF
STATE HIGHWAY ENGINEER

cc: Div. Engr. H. S. Coulter
Res. Engr. J. C. Hiatt
A. E. Johnson
A. A. Rear

M D Glenn
Signed
M. D. Glenn, Quality Control Engineer

L.P. Renz

GUIDELINE
INSPECTION-IN-DEPTH
Field Testing Laboratories

Project No. I-80N-6(42)256

Project Name La Grande Section

Resident Engineer Jack Hiatt

Inspected by L.P. Renz, H. Wierenga, R. Schwegler

Accompanied by Dale Hiatt, J. Walker, MD Glenn, K. Berg

Date of Inspection 8-19-70 & 8-20-70

Types of Construction Activities in Progress Grading, Structures, Aggregate Production

I. TESTING LABORATORY

a. Is Laboratory required by special provisions Yes - Bid Item

(1) ~~If not, what facilities are furnished~~

Bid Quantity (3) CTB, Crushed Agg, AC paving

Amount Bid? 1200 x 3 = $3600

(2) If required, does the laboratory comply with minimum requirements (OSHD Standard Spec. 10613) for the testing required

Appeared so. No water furnished

What are the deficiencies

II. TESTS AND TESTING EQUIPMENT

The procedures for each field test is given in the Oregon State's Inspector's Manual. This includes a list of the equipment required for each test. Following is a list of the field tests and the reference to the sheets in the manual where the required equipment is listed. Check the tests required for the construction in progress or for which the Laboratory should be equipped.

(✓)	Test	Reference
( )	Moisture-Density Curve (OSHD Method)	III-13
( )	Moisture-Density Curve (AASHO T99-611)	III-19
(✓)	Moisture Determination, Speedy moisture tester (OSHD Method)	III-15
(✓)	Density of soils in place, Washington Densometer (OSHD Method)	III-25
( )	Volume of rock, (OSHD Method)	III-28
(✓)	Quartering of Aggregates (OSHD Method)	III-42
(✓)	Quartering of Aggregates Sample Splitter	III-44
(✓)	Sieve Analysis of Fine & Coarse Aggregates (AASHO T 27-60)	III-61
(✓)	Plastic Fines - S.E. Test (AASHO T176-56)	III-63
(✓)	Liquid Limit (AASHO T89-60)	III-69
(✓)	Plastic Limit (AASHO T90-61)	III-75
( )	Specific Gravity and Absorption of Coarse Aggregate (AASHO T85-60)	III-79
(✓)	Amount of -200 Material (AASHO T11-60) in Aggregate	III-81
( )	Unit Weight of Aggregate (AASHO T19-56)	III-85
( )	Asphalt Concrete Sampling-Testing	III-90-94
( )	Portland-cement Concrete Compression and Flexural Test Specimens (AASHO T23-631, AASHO T141)	III-106-107

(✓) Portland-cement Concrete Slump (T119-631) III-114

(✓) Portland-cement Concrete, Unit Weight (T121-631) III-116

( ) Moisture in Fine Aggregate III-119

(✓) Air Content, Portland-cement Concrete (AASHO T152-57) III-125

III TESTING EQUIPMENT

1. Harvard Miniature Compaction Device III-148

a. Mold

Mold checked (1/454 ft.) Date ____________

Condition ____________

____

____

N/A

b. Spring Loaded Tamper III-148

Compactive load check (date) ____________

Where documented ____________

Condition ____________

____

____

2. 4" Mold (Moisture density) Page 324 AASHO Test Manual

Mold calibrated, Date ____________

Condition ____________

N/A

____

____

3. Rammer for 4" Mold Page 324 AASHO Test Manual

Weight (5.5 lb.) N/A.

Free Fall (12")

Condition

4. 12" Straight Edge for Striking off Samples in Molds

5. 1000 G. Balance

Accuracy? N/A.

Sensitivity (0.1G.)?

Check weights available?

Knife edges?

General condition?

6. 25 lb. Balance

Accuracy? I Didn't Check

Sensitivity (0.01 lb.)

Knife edges

General condition? Good

7. Balance or Scale for Crushed or Screened Aggregates

Accuracy I checked it at 3 lbs and

Sensitivity (0.1% of samples) it was accurate to

Condition within 0.01 lb

8. Drying Appratus

a. Drying oven

Thermostatically controlled (230° ± 9o) Yes

Comments Good

b. Hot Plates

What means are used to prevent overheating?

c. Other Means

Explain what and how controlled.

~~9. Mixing Tools for Moisture=Density Tests~~

~~a. Does Lab have all the listed tools?~~

~~b. Condition~~

10. Sieves

a. Check Sieves required and or furnished for all testing performed in Lab.

Sieve Pan	Required	Furnished
200		
100		
80		
50	✓	✓
40	✓	✓
10		
4	✓	✓
1/4 8" round		

Sieve Pan	Required	Furnished
1/4 18" square	✓	
1/2" 8" round		✓
1/2" 18" square ✓		✓
3/4" 18" square	✓	
1" 18" square		
1¼ 18" square	✓	✓
1½ 18" square		
2" 18" square		
2½ 18" square		
3" 18" square		

Most Sieves in Lab. were U.S. Standard however some were Tyler

b. Are there sufficient sieves to prevent overloading III-62

Yes

c. Condition (solder, wire wear, etc.) Good

Nat Ferguson OSHD Mat'ls Tester in Field Test Lab. He had a certification card date 1967

We watched Mr. Ferguson run through an agg. gradation, SE, & PL LL. tests.

11. Shakers for Sieves

a. Gas powered shaker ~~III~~-147

Condition Good

b. Electrical Shaker

Condition

c. Are shakers balanced so aggregates do not accumulate on one side of sieve?

Appeared balanced

d. Speedy Moisture Meter

How often are check tests performed? Monthly or as needed

Condition of meter III-15 and III-144. Good

12. Washington Densometer III-145

a. How often is air bled? Each test

b. What kind and what percent of lubricating material is added to water?

c. Check fluid level

(1) How does inspector hold down the ring platform?
Gravel bags as weights

(2) What is general condition of Densometer and rings?
Good

Bob Dean Insp. performed Compaction test 199+50' on orig. ground

Insp. had certification card

13. Container and beaker for determining volume of rock by water displacement. III-28

Condition NA

14. Quartering Equipment

a. Canvas, shovel, brush condition.

b. Splitter

Is splitter proper size? Yes

Condition Appeared good

15. Sampling Equipment for Crushed Materials

List Equipment. Mechanical Sampler was furnished however, was inoperable on date of insp.

Condition and comments
The contractors personell obtained sample by passing a four-handled sampler thru aggr. stream at discharge from belt. This appeared adequate. Sample size was too small, however a check of past total sample sizes indicated that proper size was being used.

16. Sand Equivalent III-63

a. Does Lab have all the equipment listed? ______

b. Condition of equipment. Condition appeared adequate

c. What is age of solution? Less than a week

d. What is Temperature of solution? Air temp 10°-100°

e. How high is siphon bottle above the working table (should be 3'±).

3'±

f. Is the Laboratory susceptible to vibration? Minor Vibrations

g. Comments ______

17. Liquid Limit Device

a. What is the condition of the mechanical liquid limit device? (Groove in dish, flattened area in bottom of dish, worn pin.)

Good

b. Is drop of dish 0.3937"? Yes

c. Condition of supporting equipment? Good

d. Comments. Pin retainers were slightly bent

18. Plastic Limit and PI of soils III-75

a. Is all equipment listed furnished? ______

Yes

b. Condition and comments. ______

Good

20. Asphaltic Cement in Asphalt Concrete.

a. Condition of Rotarex. ______

b. How is speed of Rotarex determined and controlled? ______

______

c. What solvent is used? ______

d. Is solvent clean? ______

e. Is Rotarex inside laboratory, if so, is the ventilation adequate?

______

f. What means is used to prevent burning of aggregate?

______

21. Coring Machine to Cut AC Samples from Pavement.

a. Condition of machine. ______

b. Availability of machine. ______

22. P.C. Concrete Molds for Compression Cylinders.

a. Condition of molds. Good

b. Adequate number of molds. Yes

23. Does tamping rod comply with specified dimensions (round straight rod, 5/8" dia., 24" long).

______

24. Is Vibrator permissable? ______

If so, what is its condition and does it comply with requirements?

______

Set forth on Page II-107 of State's Inspector Manual.

25. PC Slump Cone

a. Condition of cone. Good

b. Is a suitable platform for cone furnished? Yes

c. Are all other tools required furnished? Yes

26. Air Content Apparatus.

a. Condition of container (dents, clean, rubber gasket, etc.).

Good

b. Check gauge by method outlined on Page III-151.

27. Unit Weight

a. Size of weighing bucket. Use Air Content Bucket

b. Capacity of scales. 100 lbs

c. Comments.

28. PC Cylinder curing.

a. How are cylinders cured? One day in field
In water bath at Office

b. Comments. Adequate.

Insp
Jim Mahan showed
us Concrete Testing
Equip. and his inspectors
card.

RECEIVED
AUG 13 1970

FOR FILING

I-80N-6(42)256
7337

August 11, 1970

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
Post Office Box 300
Salem, Oregon 97308

Dear Mr. Simpson:

Re: La Grande Section, Old Oregon Trail
Highway, Union County

The City of La Grande has requested that we add an interchange at Second Street on the La Grande Section of Interstate 80N. In the near future, we will be conducting an origin-destination study which will be completed in approximately six months.

This letter is to inform you that, should our study show a need for this Second Street interchange, we will be approaching you on this matter.

Very truly yours,

R. L. Porter
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: R. L. Porter
Tom Edwards
Victor D. Wolfe
D. J. Barbee
F. B. Crandall
H. S. Cox
H. S. Coulter

DNS:jp srb

RECEIVED
AUG 13 1970
FOR FILING

I-80N-6(42)256

7337

August 11, 1970

Mr. Grant E. Hillering
City President
City of La Grande
City Hall
La Grande, Oregon 97850

3563

library

Dear Mr. Hillering:

Re: La Grande Section, Old Oregon Trail
Highway, Union County

This is in answer to your letter of July 21 requesting that we consider an additional interchange on Second Street and a frontage road system south of the freeway.

Our Traffic Section will be conducting an origin-destination study in the near future which will probably be completed in six months. This will give us up-to-date traffic patterns. Our staff will work closely with the City in developing this study and will, of course, consider an additional interchange at Second Street if patterns show a need. A letter is being sent to the Bureau of Public Roads informing them that we are considering this addition and will be approaching them on this matter after our origin-destination study is complete if justification can be developed.

The frontage road pattern south of the freeway is another story. Just this last May, the Bureau approved additional cul-de-sacs and right-of-way for cul-de-sacs which were added to our project at the City's request. Frontage roads were requested by the City at this time but we could not justify them to the Bureau of Public Roads who has the final say in matters of this kind.

In any event, our origin-destination study should point up all the City's traffic needs and will provide us with the necessary data to deal with the Bureau of Public Roads for whatever requests we may have.

Very truly yours,

R. L. Porter
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: R. L. Porter
Tom Edwards
Victor D. Wolfe
D. J. Barbee
F. B. Crandall
H. S. Cox
H. S. Coulter

DNS:jp srb

City of La Grande

COMMISSION-MANAGER FORM OF GOVERNMENT
SINCE 1913

IN THE GRANDE RONDE VALLEY - - THE BLUE MOUNTAINS - - NORTHEASTERN OREGON

La Grande, Oregon

Routing July 21, 1970

Carbee
Hall
A. Olson
Sample
Terpin
Swanson

RECEIVED
JUL 29 1970
Edwards
DESIGN
DIVISION

Trout
Wills
Hackleman
Scott
R. Olson
Carstensen

Mr. R. L. Porter
State Highway Engineer
Oregon State Highway Dept.
Salem, Oregon.

RE: Request for additional interchange
& frontage roads - La Grande Section

Dear Mr. Porter:

The La Grande By-Pass Section is now under construction and scheduled for completion in the latter part of 1971. Funds have become available for the reconstruction of the underpass on Highway 82.

We are concerned with two additional subjects pertaining to the by-pass project. The first concerns ingress and egress to the new freeway. There are three interchanges scheduled for construction. Of the three, the north interchange does not allow entrance to traffic proceeding southeast. The Highway 82 interchange is a folded diamond and the remaining interchange is located southeast of the City where it reconnects with Highway 70.

We would like an additional interchange located at Second Street and the by-pass. This request has been made before and although not denied, no positive action has been taken by the State Highway Department on its behalf. The reasons for requesting the additional interchange are:

1. Provide on and off access from the freeway to the adjacent County Fairgrounds.
2. Provide more than one entrance and exit to the principally occupied areas of the Grande Ronde Valley.
3. Match up with requirements of the City of La Grande Circulation Element of the 701 Arterial Street Plan and the County of Union Arterial Plan.
4. Allow the City and other governmental units involved to proceed on a design for the replacement of the Second Street railroad overcrossing. Without knowing the answer to whether a freeway interchange will be provided it is difficult to compute traffic volume and therefore design for the Second Street railroad overcrossing. A citizens committee is presently attempting to formulate a recommendation on replacement of this structure.
5. We believe it would be more economical to incorporate ingress and egress at the intersection of Second Street and the freeway while the freeway is under construction than at a later date.

O&L study in 6 mos.

The State Highway Dept. will be conducting D and O studies for the City of La Grande in relation to the Topics Program the last two weeks of August, 1970. We have also requested that the State Highway Dept. conduct a study of the arterial traffic system in relation to the same program. We feel that these studies will verify the need for replacing the Second Street railroad overcrossing and the construction of the Second Street Freeway Interchange. As previously stated the 701 Arterial Plan already recommends these improvements.

The second item which we would like the State Highway Department to consider is the construction of frontage roads on the town side of the new freeway. The roads are recommended in our 701 Arterial Plan. Frontage roads will eliminate the dead ending of our traffic pattern against the freeway. They will help with a problem in regard to the construction of a new underpass or overpass on Highway 82. Frontage roads to some extent are authorized on the far side of the freeway, but have been omitted from the City side where they are more urgently needed. Two copies of our 701 Arterial Plan are enclosed. Please note that the cover design of the plan illustrates the Second Street Interchange.

We feel this is a proper time to again bring up these requests since both the State and Federal Highway agencies are now emphasizing local planning and actively underwriting part of the financing.

Joining with this request are the County of Union, Union County Chamber of Commerce, City Planning Commission, and we feel virtually all of the citizens of the Grande Ronde Valley.

Very truly yours,

CITY OF LA GRANDE

Grant E. Millering
City President

Encl:

CC: Scott Coulter
Division Engineer
La Grande, Ore.

RECEIVED
JUL 28 1970
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 3 1970

FOR FILING

I-80N-6(42)256
7337

August 3, 1970

28

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
Post Office Box 360
Salem, Oregon 97308

Dear Mr. Simpson:

Re: La Grande Section
FAP I-80N-6(42)256
Contract No. 7337 (06-35-EE)

This is in answer to your July 14 memorandum concerning language in our consulting agreements.

Section IV, Article 2, will be corrected to cover the condition mentioned in the first paragraph of your memo. We have just recently revised this article to cover a similar condition in the I-205 Columbia River agreement which will be in your hands for review in the near future. We would appreciate your comments on the revised article.

Information listed in the second paragraph of your memo will be made a part of future agreements.

Very truly yours,

R. L. Porter
State Highway Engineer

By

A. E. Johnson
Assistant State Highway Engineer

cc R. L. Porter
Tom Edwards
I. D. Merchant
F. D. Morgan
H. S. Coulter

CAG:sg ms

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: July 14, 1970

In reply refer to: 08-35-EC

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

FROM : for R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-6(42)256
La Grande Section
Consultant Agreement with Northern Testing Laboratory

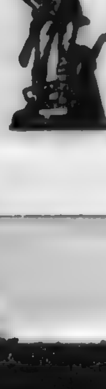
In reviewing the subject agreement it was noted under the provision for partial payment, Section IV, 2 on Page 9 that partial payments shall be based on the percentage of completion certified by the consultant. However, under the fee schedule the payment is based on a cost per hour with the method of billing specified. It appears therefore, that the certification of completion is not appropriate for this agreement where payment will be based on actual hours of work performed during a given billing period. This same wording is also found in other agreements where payment is based on units of work so it appears that this phrasing was originally taken from some lump sum agreement and used as part of a standard agreement form. It is suggested that future consultant agreements be reviewed to ensure that the wording used is appropriate for the basis of payment selected.

We would also like to point out that for agreements which involve specific rates of pay, such as the subject agreement, the specific rates of pay are to include, and the contract shall specifically set forth, the direct and indirect payroll costs of the consultant, overhead as properly allocable and just profit where appropriate. (Paragraph 4.f, PPM 40-6.) While in the past, these items have generally been covered in related correspondence they have not been actually incorporated in the agreement. We will expect this on future agreements of this type.

RECEIVED
JUL [illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

Johnson
[illegible]
BPR

RECEIVED
JUL [illegible]
BRIDGE DIVISION



BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W. O.

FORM PR-1
(REV. 4-61)

FEDERAL-AID PR

(PPM 21

July 24, 1970

CARD 2	REPORT NUMBER 1 (19) (20)	PROJECT LOCATION *(45 typewriter spaces)* I-80N 0.6 mi. N.W. LaGrande 21 65	**ADT**	PRESENT 2,650	FUTURE 4,700 (66) (70)

YEAR 90 (71) (7

CARD 3	CHARACTER OF PROPOSED WORK *(35 typewriter spaces)* One structure & grading 25 62	NATL. FOREST (63) (65)	FH ROUTE NO. (66) (68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. AUTH Y (74) (7	

CARD 4	CLASS OF FEDERAL FUNDS Interstate	COUNTY NAME Unior
	NAME OF URBAN AREA LaGrande 17-31	ROUTE NO. I FEDERAL-AID I-80N

ESTIMATED PROJECT COS

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	CLASS	WORK TYPE	STEP	TERMINI *(Full description)*	MILES	TOTAL ESTIMATED COST	FEDERAL FUNDS
1	(14-15)	(16)	41	42	43 46	53		(54) (58)	(59) (66)	(67) (76
5					**PE**		I-80N 0.6 mi. N.W. LaGrande			
5					**ROW**		(LaGrande Section)			
5					**CONST** (CODE) X321			0.080	420,000	387,000

CARD	CODE	PREPARED BY	PROJECT TOTALS			
1	1			0.080	420,000	387,000
1	14	PROGRAM APPROVAL DATES			(16) (23)	(24) (3

I-594, Pr
I-80N-6(4

7337

Budget Bureau No. 41-R2067; Approval Expires February 28, 19…

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

ly 24, 1970

65	**ADT**	PRESENT	FUTURE	YEAR	REGION	STATE NAME	STATE CODE	APPN CODE	ITEM NO.
		2,650	4,700 (66) (70)	90 (71) (72)	08	Oregon	35 (2) (3)	042 (4) (9)	622 (14) (18)

	SUPV AGCY	DA CLASSIF.	DA AREA	EMERG. YR.	PL. AUTH YR	PROJECT NUMBER PREFIX LETTER(S)	NUMBER	SEQ. NO.	I Projects Only POST MI.	DESIG.
(68)	(69)	(70)	(71)	(72) (73)	(74) (75)	1- 14 23	80-6 7	(45) 13	256 (24) (26)	N 27

COUNTY NAME Union	CODE 061 (14) (16)	PROGRAM STAGE
ROUTE NO. I	FEDERAL-AID I-80N (32) STATE (36) (37) U.S. I-80N (41)	☐ 1 OR ☒ 2

	MILES	ESTIMATED PROJECT COST BY PHASES TOTAL ESTIMATED COST	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	CHARACTER OF PROPOSED WORK *(Full description)*
	(54) (55)	(56) (66)	(67) (76)			
						One structure, length 425' H.C. 28' and incidental grading.
	0.080	420,000	387,000	33,000		ROW - 280' min.; access control - full; parking restrictions - complete.
CT S	0.080	420,000	387,000	33,000		
		(16) (23)	(24) (33)			

REMARKS

Additional Data: Item Nos. I-282, I-503 and I-594, Project No. I-80N-6(22)256, I-80N-6(32)256 and I-80N-6(42)256.

(over)

Remarks continued -

This project consists of constructing one reinforced concrete box girder structure, bridge No. 8431A, over the UPRR and the Grande Ronde River, 424 feet in length, horizontal clearance 28 feet and incidental grading work at the ends of the structure for one-way travel way section. There may be a short section of paving under this project if the structure is not completed before the LaGrande Section, project No. I-80N-6(42)256, is completed.

Note: Adjustment of utility and railroad facilities are programmed under project No. I-80N-6(32)256. Required R.R. protective service, protection of R.R. signal and communication lines and utility work will be charged against the utility project.

This project is considered stage construction in connection with the LaGrande Section, grading, paving and structures contract, and the following requirements were complied with on that section, project No. I-80N-6(42)256:

Public Hearings
State Clearinghouse
Local Clearinghouse
Location Design Approval

Files

RECEIVED
AUG 20 1970
[illegible]

RAILROAD COMPANIES
FILE No. 687

I-80N-6(42)256
7337

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 24, 1970

SUBJECT:
R/W File 41724
PUX 664 SXF 425
PUX 665 SXF 426
Donative Easement from Union Pacific Railroad Company
La Grande Section
Old Oregon Trail Highway
Union County

To:
Mr. Floyd Query
Secretary
State Highway Commission
BUILDING

Attached you will find one (1) copy of the subject easement.

The State's original fully executed counterpart has been handed to Velda DeGuire in Mr. Saling's office for processing, after which it will be forwarded to your office for your permanent records.

Distribution of conformed copies has been made as indicated below.

F. D. Morgan
Construction Engineer

By:

T. W. Litchfield
Railroad & Utility Engineer

TWL:ss

cc: F. B. Klaboe
F. D. Morgan
R. W. Bothman (w/easement)
H. S. Coulter "
J. C. Hiatt "
R. N. Chase (3) "
E. F. Saling (3) "
J. L. Sollis "
I. D. Merchant "
V. E. Skoog "

7-29-70
noted in
agreement book
Fran Fran

NOTED
FLOYD QUERY

RECEIVED
JUL 2 19
FOR FILING

OREGON STATE
HIGHWAY DIVISION

I-80N-6(42)256
7337

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

July 20, 1970

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. R. B. Hardin

Re: Signal Mound Construction
La Grande Section
Old Oregon Trail Highway
Union County
Project No. I-80N-6 (42) 256
Contract No. 7337
YOUR FILE: D 315-2-140

Gentlemen:

Your revised sketch map and lump sum bid in the amount of $5,700.00 by Morrison Knudsen Co., Inc. for the construction of nine (9) signal mounds as required by the installation of automatic gate signals at the McAllister Lane and Bond Lane grade crossings on this project, and submitted with your letter of July 3, 1970, have been approved by the State and the Bureau of Public Roads. Our original verbal authorization to proceed with this work will still apply.

Reimbursement for the work performed on and subsequent to May 14, 1970, in the amount of $5,700.00, will be made subject to the provisions of PPM 30-3 upon receipt of your statement of charges. Please be sure to include the beginning and completion dates of the work in the bill.

Very truly yours,

F. D. Morgan
Construction Engineer

By: ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Railroad & Utility Engineer

NOTED
A. E. JOHNSON

TWL:ss

cc: A. E. Johnson
R. E. Simpson
V. L. Gallagher (2) (w/attach.)
V. E. Skoog "
H. S. Coulter (w/attach.) (2)
J. C. Hiatt "
H. M. Fillmore "

Note to H. S. Coulter: Please have a State Force Order prepared and submitted for this work. Return one copy of UPRR letter dated July 3, 1970 and M-K letter dated June 29, 1970 with SFO.

Routing
[illegible]
Hall
A. Olson
Sample
Terpin
Swenson
Carstensen

RECEIVED
JUL 2 1 19
DESIGN
DIVISION

RECEIVED
JUL 21 1970
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 21 1970
FOR FILING

FORM PR-1240
(REV. [illegible])

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

LETTER OF APPROVAL AND/OR AUTHORIZATION

ERAL AID PROJECT NO. I-80N-6(42)256

STATE PROJECT NO.

FROM:
R. E. SIMPSON, DIVISION ENGINEER
SALEM, OREGON

PROGRAM NO.

ITEM NO. 503

COUNTY NAME UNION

PROGRAM STAGE (Check) ☐ 1 ☒ 2

TO:
I-80N-6(42)256 7-16-70
7357

MR. R. L. PORTER
STATE HIGHWAY ENGINEER
SALEM, OREGON

copy to
Morgan
Young
Skoog
7-21-70

DATE PS&E APPROVED	**DATE AUTHORIZATION EFFECTIVE** MAY 14, 1970	**FEDERAL ROUTE NUMBER** I-80N **STATE ROUTE NUMBER** LAGRANDE SECTION

LIMITS OF AUTHORITY

OUR JUNE 5, 1970 LETTER OF AUTHORIZATION AUTHORIZED YOU TO PROCEED WITH THE ACTUAL CONSTRUCTION OF EMBANKMENT FOR RAILROAD CROSSING SIGNALS WITH REIMBURSEMENT TO BE ON AN AGREED LUMP SUM BASIS OF $2,382.00 THE APPROVED AMOUNT ELIGIBLE FOR FEDERAL REIMBURSEMENT IS HEREBY INCREASED TO $5,700.00.

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR SURVEY AND PLAN PREPARATION
- ☒ OTHER (*Specify*) UTILITY ADJUSTMENT - CONSTRUCT EMBANKMENT FOR SIGNALS, INSTRUMENT CORES, ETC., FOR RAILROAD CROSSING SIGNALS.
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION - ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION - PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

REMARKS

WE APPROVE THE REVISION IN THE AGREEMENT AS DESCRIBED IN THE UNION PACIFIC RAILROAD'S JUNE 23, 1970 LETTER AND THE PLANS AND ESTIMATE FURNISHED BY MR. LITCHFIELD'S JULY 9, 1970 LETTER. THIS REVISION INVOLVES MORE THAN DOUBLING THE SIZE OF THE MOUNDS TO ACCOMMODATE EXTRA TRACKS AND OFF-TRACK MAINTENANCE ROAD.

Johnson

NOTED
A. E. JOHNSON

RECEIVED
JUL 17 1970
OFFICE OF
STATE HIGHWAY ENGINEER

DATE 7-16-70	**SIGNATURE OF APPROVING OFFICIAL** G. L. Green	**TITLE** DIVISION ENGINEER

PREVIOUS EDITION MAY BE USED UNTIL SUPPLY IS EXHAUSTED.

Files

RECEIVED
AUG 20 1970

FOR FILE

I-80N-6(42)256
7337

RAILROAD COMPANIES
FILE No. 687

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 16, 1970

SUBJECT:
R/W File 41724
PUX 664 SXF 425
PUX 665 SXF 426
Construction Agreement
Union Pacific Railroad Company
La Grande Section
Old Oregon Trail Highway
Union County

To: Mr. Floyd Query
Secretary
State Highway Commission
BUILDING

Attached you will find one copy of the subject agreement.

The State's original fully executed counterpart has been handed to Velda DeGuire in Mr. Saling's office for processing, after which it will be forwarded to your office for your permanent records.

Distribution of conformed copies has been made as indicated below.

F. D. Morgan
Construction Engineer

By:
T. W. Litchfield
Railroad & Utility Engineer

TWL:ss

cc: F. B. Klaboe
F. D. Morgan
R. W. Bothman (w/attachment)
H. S. Coulter "
J. C. Hiatt "
R. N. Chase (3) "
E. F. Saling (3) "
J. L. Sollis "
I. D. Merchant "
V. E. Skoog "

7-20-70
noted in
agreement
book

Fran

NOTED
FLOYD QUERY

RECEIVED
JUL 16 1970
FOR FILING

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

I-80N-6(42)256
7337

July 9, 1970

Mr. R. B. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

NOTED
A. E. JOHNSON

Re: UPRR Signal Mounds
La Grande Section
Old Oregon Trail Highway
Union County
Project No. I-80N-6 (42) 256

Dear Sir:

In my letters to you dated May 28 and May 29, 1970, I submitted to you information concerning the construction of nine (9) signal mounds required by the construction of the Bond Lane and McAllister Lane grade crossings and the installation of crossing gates in connection therewith.

NOTED
F. B. KLABOE

Since that time we have been advised by the Union Pacific Railroad Company that it will be necessary to construct three (3) of the nine (9) mounds in such a manner that it will accommodate a future track and off-track equipment roadway. This will increase the original cost of $2,382.00, as set forth in my May 28 letter, and we requested the Railroad to obatin a new bid from an independent contractor while the State obtained a new bid from Gordon H. Ball, Inc., our contractor for the above captioned project.

You will find attached the following information pertaining to this work:

Union Pacific Railroad Company letter to F. D. Morgan dated June 23, 1970.
Morrison-Knudsen Company, Inc. letter to G. W. McDonald dated June 29, 1970.
Union Pacific Railroad Company letter to F. D. Morgan dated July 3, 1970.
My teletype to J. C. Hiatt and his reply to me, both dated July 8, 1970.

On the basis of this information you can see that Morrison-Knudsen's bid of $5,700.00 for the construction of the nine mounds is less than Gordon Ball's bid of $6,692.00.

Therefore, we solicit your concurrence in authorizing the Union Pacific Railroad Company to employ Morrison-Knudsen Company, Inc. to construct the nine mounds for their lump sum bid of $5,700.00. This work is shown on Union Pacific Railroad Company Drawings No. D-1631-IV and B-4244, both dated April 17, 1970, and containing revised dimensions of the three signal mounds in accordance with the Railroad's June 23 letter, 1 print of each you will find attached hereto.

The Railroad questioned Morrison-Knudsen about the fact that their second bid was more than double their original bid for this work. They indicated to the Railroad that they had made an error in their first bid. This accounts for the significant increase over the original bid.

Inasmuch as the McAllister Lane crossing has been the scene of several recent fatal accidents, we solicit your early approval of this work so that signals may be installed as soon as possible.

Very truly yours,

F. D. Morgan
Construction Engineer

By: ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Railroad & Utility Engineer

TWL:ss
Enclosures

cc: F. B. Klaboe (w/attachments)
V. L. Gallagher (2) "

RECEIVED
JUL 9 1970
OFFICE OF
STATE HIGHWAY ENGINEER

CON LAG 103 [illegible] 4.47 PM

T M LITCHFIELD

GORDON H BALL'S BID FOR CONSTRUCTION OF ENLARGED UPRR SIGNAL MOUNDS IS $6,[illegible].

J C HIATT
[illegible].

.LGO

LAG CON 24 7-8-70 11.10 AM

J C HIATT

RE UPRR SIGNAL MOUNDS, LAGRANGE SECTION

HAVE YOU RECEIVED A BID FROM GORDON BALL FOR THE NINE MOUNDS AS REVISED IN MY LETTER TO COULTER DATED 6-26-70. REPLY REQUESTED.

T M LITCHFIELD

[illegible].

UNION PACIFIC RAILROAD COMPANY
TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

R. B. HARDIN
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

July 3, 1970
File D 315-2-140

Mr. F. D. Morgan
Construction Engineer
Oregon State Highway Department
Highway Building
Salem, Oregon 97310

Attn: Mr. T. W. Litchfield
Railroad & Utilities Engineer

Signal Mound Construction
La Grande Section
Old Oregon Trail Highway
Project I-80N-6(42)256

Dear Sir:

As mentioned in my letter of June 23, this office has secured a bid from Morrison Knudsen Co. for construction of the 9 Signal Mounds required account installation of automatic signal protection at McAlister Lane and new Bond Lane crossings east of LaGrande.

Attached is copy of Morrison-Knudsen letter dated June 29, 1970 in which they submit a bid of $5,700 for construction of the Nine Mounds. It has been pointed out to Morrison-Knudsen that the 4 mounds indicated as being 21' in length by 19'8" in width, in the third paragraph of the attached letter, should be 20' in length by 14' wide.

Morrison-Knudsen has advised, however, that this change does not effect their bid of $5,700.

Will you please advise if Morrison-Knudsen's bid is acceptable so that construction of the mounds can proceed.

Yours very truly,

R. B. Hardin

RECEIVED
JUL 8 1970
CONSTRUCTION
DIVISION

Morrison-Knudsen Company, Inc.
CONTRACTORS AND ENGINEERS

EXECUTIVE OFFICE
319 BROADWAY
P. O. BOX 7808, BOISE, IDAHO 83707

PENDLETON OFFICE
212 S. E. FIRST
PENDLETON, OREGON 97801

June 29, 1970

File Ref. D 315-2-140

Mr. G. W. McDonald, Division Engineer
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

Dear Sir:

We wish to submit a revised proposal for the construction of Nine (9) Signal Mounds located East of LaGrande and near Lone Tree, Oregon, on the Union Pacific Railroad Company's main line.

Furnish and place satisfactory embankment materials as shown on the Company's plans and according to your specifications

Lump Sum $5,700.00

This proposal included three (3) mounds 39 feet in length and 26 feet in width, four (4) mounds 21 feet in length and 19 feet 8 inches in width and two (2) mounds 39 feet in length and 16 feet in width.

If this proposal meets with your approval, construction can be started immediately.

We thank you for the opportunity of submitting this bid.

Very truly yours,

E B Potter

E. B. Potter, Area Manager

UNION PACIFIC RAILROAD COMPANY
TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

R. B. HARDIN
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

JUNE 23, 1970

File Ref. D 315 - 2 - 140

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

25 1970
CONSTRUCTION

Atten: Mr. T. W. Litchfield,
Utilities and Railroad Engineer

Dear Sir:

Signal Mound Construction, La Grande Section
Old Oregon Trail Highway
Project I-80N-6(42)256

In order to provide for future off-track equipment roadway and track in vicinity of the Union Junction overcrossings, it will be necessary to enlarge three of the nine signal mounds shown on drawing submitted to you with my letter of April 17, 1970. Two of these three mounds are located west of the McAlister Lane crossing, one mound being 1600 feet west and the other 3500 feet west. The third mound is located 3500 feet easterly of the new Bond Lane crossing. These three mounds were originally shown as being 26 feet wide and extending 19 ft., 8 in. out from the near rail of the main line track.

It will be necessary that the length of these three mounds be increased from 19 ft., 8 in. to 39 feet, retaining the original width of 26 feet.

Will you please solicit bids from State's Contractor, GORDON H. BALL, INC., for construction of the nine mounds on this basis? There will be no change in size of the other six mounds. In the meantime this office will secure a similar bid from an independent contractor.

Very truly yours,

R. B. Hardin

R. B. Hardin,
Superintendent

I-80N-6(42)256

Form E-

RECEIVED
JUL 28 1970
OFFICE OF
STATE HIGHWAY ENGINEER

7337

STATE COPY

C-1P

APPROVED EFFECTIVE DATE 7-9-70
Contingent upon modification of project agreement if additional funds are required
BY [illegible]
TITLE Dist. Engineer
DATE 7-23-70

C

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name La Grande

Highway Old Oregon Trail

County Union

Contractor Gordon H. Ball, Inc.

Address P. O. Box 659, 232 S. 2nd Ave. Kent, Washington 98031

Date 7-[illegible]-70 19 70

U. S. BUREAU OF PUBLIC ROADS

Contract No. 7337

Prefix 631-1067

F. A. Project No. I-80N-6(42) 256

Order No. 1

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Re-excavate and re-set forms for back struts between bents 1 & 2 Br. 9631 WB

Location by station numbers:

L WB 126+17.17

L WB 126+55.17

NOTED
A. E. JOHNSON

Estimate of quantities and cost:

LABOR - - - - - - - - - - - - - - - - - -	$ 210.00
Equipment - - - - - - - - - - - - - - - -	50.00
Total	$ 260.00

NOTED
TOM EDWARDS

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Bridge survey crew had a foot chaining error in measuring in from an offset reference on Bt. 1 center line to the intersection of L WB center line.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$12366409.50
Present estimate of project cost, including $260.00 for work under this order	$12366409.50
Expected under-run over-run amount	$ -0-
Expected under-run over-run per cent	-0-

Space to right of this line is for use of Salem Office

Submitted by: Harry E. Woodward
Harry E. Woodward Resident Engineer

Approval Recommended: [illegible] 7-29-70
~~Construction Engineer or~~ Bridge Engineer

Approval Recommended: H S Quilt
Division Engineer

Approved: [illegible]
~~Deputy State Highway Engineer,~~
~~Assistant State Highway Engineer or~~
Construction Office Engineer.

SP*23577-724

JUL 23 1970

I-8CN-6(42)256

733

INSPECTION NO. C

CONSTRUCTION DEPARTMENT
INSPECTION REPORT

Name of Job La Grande Section **Contract No.** 7337

Highway Old Oregon Trail

Contractor Gordon H. Ball, Inc. **Date** July 8, 1970

	Initial	**Inspection Made by**	C. Christianson J. Schultz P. O'Neil H. Dykema	Bureau of Public Roads
	Intermediate			
	Final		A. Shirley J. C. Hiatt R. Stein J. Walker	Oregon State Highway Division.
X	**Special**			

In Depth Inspection
of Construction Signing

REMARKS

This in-depth inspection of construction signing included both a close examination of all office records, documentation, plans and specifications as well as a comprehensive review of the actual signing and traffic control in effect in the field.

As far as the writer was concerned both the records and the actual field signing and traffic control was excellent. Attached is a preliminary report form which the Bureau of Public Roads uses for such inspections. This form is made out in rough draft. A final report from the Bureau personnel will follow.

NOTED
A. E. JOHNSON

RECEIVED
JUL 21 1970
OFFICE OF
STATE HIGHWAY ENGINEER

JHW:kp
cc: Div. Engr. A. E. Johnson
Res. Engr. H. S. Coulter
J. C. Hiatt

Signed
John H. Walker, Field Construction Engineer

Walker

OREGON PHASE 11

GUIDELINES FOR STATEWIDE CONSTRUCTION INSPECTION-IN-DEPTH

CONSTRUCTION SIGNING AND TRAFFIC CONTROL

Project I-80N-6(18)256

La Grande Section - Old Oregon Trail

Date of inspection 7-8-70

Inspection team Christiansen & Schultz

In company with P. E. O'Neil

H. E. Dykema

J. H. Walker

Roy Stein

Jack Wiatt

Contractor Gordon H. Ball, Inc.

Contract amount $10,774,614.00

Project length 6.32 miles

Project status 12 % complete, 26 % time elapsed

1. PURPOSE AND SCOPE

The purpose of this inspection phase is to evaluate the State's practices and procedures for the design, application, installation, and maintenance of traffic control devices required for highway construction operations. Such devices include signs, signals, markings, barricades, and flagmen.

II. REFERENCES

A. Manual on Uniform Traffic Control Devices

B. OSHD Technical Bulletin No. 28

C. OSHD Technical Bulletin No. 19

D. Highway Design and Operational Practices Related to Highway Safety (AASHO "Yellow Book")

E. Circular Memorandum from Barnett, 8-17-66

F. PR-1352 Guide Program for Review of Permanent and Construction Signing and Traffic Control Devices

G. OSHD Standard Specifications for Highway Construction

H. Project Plans and Special Provisions

III. TRAFFIC CONTROL PLANS

A. What is the overall traffic control plan for the project?
Minimum sign requirements for West LaGrande and Union Jct. interchanges detailed on plan sheets 5-6.13 & 5-6.14
Typical minimum requirements shown on sheet 5-6.19.
Specifications covering sign & signal dimensions and materials are indicated in Art. 7-30(a) Spec. Prov. & plan sh. 5-6.13.

B. What agreements on traffic control were reached at the preconstruction conference?
Discussed & Contr. has submitted sketches of proposed installation

C. Has the contractor proposed any modifications in the traffic control plans? Several modifications — all discussed ~~[illegible]~~ state personnel.
Example: PA #6

D. Has the contractor designated a representative in charge of traffic control? Rod tallman, Engr.

E. Are other agencies, such as utilities or railroads, involved in traffic control and protection on the project?
Railroads — Flagmen

F. What plans are in effect during nighttime and other periods of suspended construction?
Traffic control in place @ night.
Worksite signs can be covered or removed as required.

IV. INSPECTION PROCEDURES

A. When are field reviews made? continuously

1. Who makes the inspection? Grade Inspectors

2. What is checked? Placement, conformance w/contract Cleanliness, Maint. etc.

3. Are night inspections made? yes

4. What documentation is made of the inspection? Res. Engr. Diary & Inspectors Diary

B. Are field reviews made by Division office personnel? yes

1. How often? weekly

2. What is checked? Maint. effectiveness Proper installation

3. What documentation is made? None

C. Have Central office personnel reviewed traffic operations on the project? Monthly — each regular inspection - occasional comments in inspection correspondence.

V. SIGNING AND TRAFFIC CONTROL DEVICES

A. Construction identification and advance warning signs

1. Signs required in advance of project: Std. Construction and contractor ID signs. In place as required. Advance warning satisfactory.

2. Are required signs in place? Required signs plus supplemental signs as required.

3. Are signs proper size, shape, and color? yes—except No black boarder on Yellow Advance warning signs.

4. Are signs at proper mounting height and location? yes

B. Worksite Signing

1. Are the proper signs in place?
Yes

2. Is there sufficient advance warning?
Yes

3. Condition of signs:
Excellent — Shows good maintenance.

4. What are the procedures for removing or covering unneeded signs?
Covered or removed when not needed
Covers being modified due to wind problems.

C. Detours and Crossovers

1. Are detours in accordance with the plans?
Not necessarily — some improvements or modifications have been made to fit job operational conditions

2. Required barricades, flashers, lights, reflectors, cones, barrels, etc.:
✓

a. quantity: Adequate

b. condition: good

3. Is striping adequate? N.A.

4. Adequacy of tapers at transitions? N.A.

5. Detour alinement and surface condition? Good

D. Flagmen and Pilot Cars

1. Are flagmen properly equipped and attired? Yes.

2. Are the correct flagging procedures being used? Yes.

3. How is traffic movement being coordinated? Manually by observed demand @ each location.

4. Are pilot cars properly signed? N.A.

5. What are the delays? Minor
3 minutes Max. for roadway Maint.

VI. GENERAL

A. What are the methods of payment for signing and traffic control?

Lump sum contract item.
Progress payments based on est. percent of item work completed.

B. What are the overall roadway and traffic conditions?

Major control is on cross streets
Conditions are excellent

C. What are the conditions for adjoining property owners?

Satisfactory - most conditions are permanent & covered by R/W details.

D. Accident experience?

Minor Rear-end early in signal installation.
Accident is on record.

E. Other comments:

Extra precautions (Stop gates etc.) have been installed where required.

Signing & traffic control shows evidence of comprehensive planning on the part of State & contractor at project level. Commendable job.

Minority group representation noted on Contr's work force.

Sign spacing has been adjusted from planned spacing to fit traffic conditions.

McAlister Ln. RR Xing due to permanent signs & required constr. signs some adjustment has been required for effectiveness

RECEIVED
JUL 6 1970
FOR FILING

I-80N-6(42)256

7337

Form FHWA-121 (12-67)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: June 29, 1970

In reply refer to: 08-35-EC

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

✓Al Johnson
cc-Dean Merchant
7-1-70

SUBJECT: Oregon Project I-80N-6(42)256
LaGrande Section
Consultant Agreement for Shop Inspection of
Structural Steel

The Consultant Agreement, with the Northern Testing Laboratories, Inc. of Boise, Idaho, for the shop inspection of the structural steel for the subject project is approved effective May 8, 1970, subject to the following condition:

> Federal participation in the consultants mobilization costs will be limited to the equivalent of the actual costs based on commercial plane fare between Boise and Pocatello. This was covered in our May 8, 1970 memorandum on this subject.

The subject Agreement was transmitted with Mr. Merchant's June 19 letter.

NOTED
TOM EDWARDS

NOTED
A. E. JOHNSON

RECEIVED
JUL 1 1970
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUL 13 1970
FOR FILING

I-80N-6(40)256
7337

H u
6-2-70

MISC. CONTRACTS and
AGREEMENTS No. 3975

June 17, 1970

Northern Testing Laboratories, Inc.
P. O. Box 2667
Boise, Idaho 83701

Attention: Mr. Richard T. Kanemasa
Vice President

Gentlemen:

Attached for your records is a fully executed copy of an agreement pertaining to inspection of material and fabrication practices on our Contract No. 7337 on the La Grande Section of the Old Oregon Trail.

We have retained a fully executed copy of this agreement for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fm
Att.

cc Ivan Merchant
Attn: G. A. Gardner
(8 xerox copies of agreement attached)

RECEIVED
JUN 17 1970
FOR FILING

I-80N-6(42)256
7337

June 16, 1970

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon 97301

Contract 7337
Prefix 631-1067
FAP I-80N-6(42)256

Dear Sir:

Unit "A" under Contract No. 7337, LaGrande Section of the Old Oregon Trail Highway in Union County, was completed on May 18, 1970.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

for F. D. Morgan
Construction Engineer

VG:fw

RECEIVED
JUN 26 1970

~~FOR FILING~~

I-8 N-6(42)256
1337

STATE COPY

APPROVED EFFECTIVE DATE 12-23-69
Contingent upon modification of project agreement if additional funds are required

BY E J Valach
TITLE Dist. Engineer
DATE 6-23-70

G-1P (Agreement)

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 8 Revised
U. S. BUREAU OF PUBLIC ROADS

Date June 10, 1970

Project Name La Grande

Highway Old Oregon Trail

Contract No.

F. A. Project No. I-80N-6(32)256

County Union

Prefix 631-1063

Account No. 285-08

Description of Work To Be Done:

Reimburse Union Pacific Railroad Company for adjusting their facilities.

NOTED
F. B. KLABOE

Location by Station Numbers:

Station "EB" 35+48.50 to "EB" 369+00
Specific locations detailed in Railroad-State Agreement dated December 23, 1969.

RECEIVED
JUN 25 1970
OFFICE OF
STATE HIGHWAY ENGINEER

Estimate of Quantities and Costs:

Labor	$ 63,661.00
Materials	49,889.00
Total	$113,550.00

Explanation: Work to be performed on an actual cost basis. Payment to be made as per provisions of PPM 30-3 upon receipt of statement of charges. $80,000.00 authorized under project authorization for job Prefix 631-1067.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$	
Present estimate of project cost, including $113,550.00 for work under this order	$	
Expected under-run / over-run (amount)	$	
Expected under-run / over-run (per cent)		

Space to right of this line is for use of Salem Office

Submitted by: J. C. Hiatt, Resident Engineer

Approval Recommended: C. O. Fredrickson, Assistant Division Engineer

Approval Recommended: Construction Engineer or Bridge Engineer

Approved: G. D. Morgan, Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

6-26-70

State

RECEIVED
JUN 15 1970

FORM PR-1240

FOR FILING

6-5-70

U.S. DE[illegible]
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

LETTER OF APPROVAL AND/OR AUTHORIZATION

-80N-6(42)256

FROM: ~~R. E. SIMPSON~~, DIVISION ENGINEER 7337 SALEM, OREGON	PROGRAM NO.	STATE PROJECT NO. 1-80N-6(32)256
	ITEM NO. 503	COUNTY NAME UNION
		PROGRAM STAGE (Check) ☐ 1 ☒ 2

TO:

MR. FORREST COOPER
STATE HIGHWAY ENGINEER
SALEM, OREGON

NOTED
F. B. KLABOE

DATE PS&E APPROVED	DATE AUTHORIZATION EFFECTIVE MAY 14, 1970	FEDERAL ROUTE NUMBER I-80N
		STATE ROUTE NUMBER LAGRANDE SECTION

LIMITS OF AUTHORITY

OUR PROGRAM MEMORANDUM DATED DECEMBER 5, 1966 AUTHORIZED YOU TO PROCEED WITH PREPARATORY WORK FOR ALL UTILITY ADJUSTMENTS UNDER I-80N-6(22)256 TO BE INCLUDED IN THE CONSTRUCTION PHASE OF THE SUBJECT PROJECT EFFECTIVE ON THAT DATE. YOU ARE NOW AUTHORIZED TO PROCEED WITH ACTUAL CONSTRUCTION OF EMBANKMENT FOR RAILROAD CROSSING SIGNALS EFFECTIVE MAY 14, 1970. REIMBURSEMENT ON AN AGREED LUMP SUM BASIS OF $2,382.00 IS APPROVED.

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR SURVEY AND PLAN PREPARATION
- ☒ OTHER *(Specify)* UTILITY ADJUSTMENT – CONSTRUCT EMBANKMENT FOR SIGNALS, INSTRUMENT CASES, ETC., FOR RAILROAD CROSSING SIGNALS.
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION - ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION - PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

REMARKS

APPROVAL AND PARTICIPATION FOR THE ELIGIBLE PORTION OF THE WORK AUTHORIZED ABOVE IS SUBJECT TO THE PROVISIONS OF PPM 30-4 DATED FEBRUARY 14, 1969 AND PPM 30-4.1 DATED OCTOBER 1969.

WE APPROVE THE AGREEMENT WITH THE UNION PACIFIC RAILROAD COMPANY CONSISTING OF MR. LITCHFIELD'S VERBAL REQUEST, THE UNION PACIFIC RAILROAD'S MAY 13, 1970 RESPONSE AND THE PLANS AND ESTIMATE FURNISHED BY MR. LITCHFIELD'S MAY 28, 1970 LETTER.

RECEIVED
JUN 8 1970
OFFICE OF
STATE HIGHWAY ENGINEER

Young
Litchfield
6-9-70

DATE JUNE 5, 1970	SIGNATURE OF APPROVING OFFICIAL Simpson	TITLE DIVISION ENGINEER

PREVIOUS EDITION MAY BE USED UNTIL SUPPLY IS EXHAUSTED

I-80N-6(42) La Grande Section, of the 1969
256 Old Oregon Trail (Grad., pav.,
#7337 struct. & sign.) Folder #1

CYA 3407

CYA 3397

C&A 3739

C&A 3907

C&A 3877

C&A 3975

L.L. 687

K/W 30248

RECEIVED
MAY 29 1970
FOR FILING

I-80N-6(43)256

7337

May 29, 1970

Oregon State Highway Commission

Gentlemen:

Steel for the structures for the LaGrande Section of the Old Oregon Trail Highway, Contract No. 7337, is being purchased by the contractor after fabrication by the Gates City Steel Company at its Pocatello, Idaho, plant. Inspection of the material and fabrication practices is necessary at the plant site and in common with our present practices we propose to engage a consultant firm to do this work.

Northern Testing Laboratories of Boise, Idaho, has made an offer of inspection service for the price of $12 per hour with a total guaranteed top limit of $16,000.

We recommend your approval and request authority for the Secretary to sign the agreement for and on your behalf. This is a Federal-aid project and we have the concurrence of the Bureau of Public Roads.

This matter will be on the agenda for your consideration at the June 2 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Tom Edwards
V. D. Wolfe
Ivan D. Merchant
L. I. Lindas
L. H. Young
H. S. Coulter

LIL:lo sr

RECEIVED
JUN 1 - 1970

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

I-80N-6(42)256
7237

May 29, 1970

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Re: UPRR Signal Mounds
La Grande Section
Old Oregon Trail Highway
Union County
Project No. I-80N-6 (42) 256

Gentlemen:

Attached you will find a copy of the letter from the Union Pacific Railroad Company to the undersigned dated May 22, 1970 and a copy of a letter from Morrison-Knudsen Company, Inc. to Mr. G. W. McDonald dated May 18, 1970.

These set forth the lump sum bid of $2,382.00 as mentioned in my letter to you dated May 28, 1970, regarding this subject.

Please include these letters with the material previously transmitted to you.

Very truly yours,

F. D. Morgan
Construction Engineer

By: ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

NOTED
F.B. KLABOE

TWL:ss
Enclosure

cc: F. B. Klaboe
V. L. Gallagher (2)

RECEIVED
MAY 29 1970
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 1 - 1970
FOR FILING

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

I-80N-6(42)256
7337

May 28, 1970

Mr. R.E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

NOTED
F.B. KLASCE

Re: UPRR Signal Mounds
La Grande Section
Old Oregon Trail Highway
Union County
Project No. I-80N-6 (42) 256

Dear Sir:

As part of the construction of the above captioned section we are relocating the existing Bond Lane grade crossing and widening the McAllister Lane grade crossing and also installing crossing gates at each of these two grade crossings.

The installation of these signals necessitates the construction of a total of nine (9) mounds, as shown on the attached railroad drawings. Four (4) of these mounds are required for the support of the crossing signals themselves and the other five (5) are required for instrument cases adjacent to the crossing and at appropriate locations along the tracks on either side of the crossings, as shown on the attached Railroad drawing.

You will find attached the following correspondence:

Union Pacific Railroad Company letter to F. D. Morgan dated April 17, 1970
Morrison-Knudson, Company, Inc. letter to G. W. McDonald dated May 8, 1970
Union Pacific Railroad Company letter to F. D. Morgan dated May 13, 1970
Gordon H. Ball, Inc. letter to J. C. Hiatt dated May 13, 1970
J. C. Hiatt letter to H. S. Coulter dated May 14, 1970

A review of this correspondence reveals that the Railroad was not equipped to perform this particular type of work and desired to have it done by a contractor. Our contractor for the above captioned project, Gordon H. Ball, Inc., submitted a lump sum bid in the amount of $3,784.00. Morrison-Knudson, Inc., submitted a lump sum bid of $2,382.00.

On May 14, 1970, I discussed this matter with Mr. Glen Green of your office and on that date he concurred in awarding this small contract to Morrison-Knudson Company, Inc. for the lump sum bid of $2,382.00. The Railroad was advised by telephone on that date to proceed with the work.

Mr. R. E. Simpson
May 28, 1970
Page 2

We now solicit your formal approval and authorization to proceed with this work effective May 14, 1970.

Very truly yours,

F. D. Morgan
Construction Engineer

By: ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:ss
Enclosure

cc: F. B. Klaboe
V. L. Gallagher (2)

RECEIVED
MAY 28 1970
OFFICE OF
STATE HIGHWAY ENGINEER

RECEI
JUN 1 - 1970
FOR FILI

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

I-80N-6(42)256
7337

May 28, 1970

District Engineer
Corps of Engineers
Bldg. 602, City-County Airport
Walla Walla, Washington 99362

Re: Grande Ronde River
Channel Change
La Grande Section
FAI-80N

NOTED
F. B. KLABOE

Attention: Mr. Vic Armacost

Dear Sir:

In reply to a telephone request on May 25, 1970, by Mr. Norman Besson of your office, I am enclosing two copies of the theoretical water-surface profile reflecting a discharge of 14,500 c.f.s. through the Grande Ronde River channel change in La Grande. I have also included for your information a copy of a letter dated June 23, 1967, to the Bureau of Public Roads which covers briefly the justification for selecting the final channel design.

I believe the above information is self-explanatory; however, if you have any questions pertaining to it, please do not hesitate to contact us.

Very truly yours,

L. H. Young
Program and Planning Engineer

By ORIGINAL SIGNED BY
W. H. Tebeau

W. H. Tebeau
Preliminary Studies Engineer

Encls.

RECEIVED
MAY 28 1970
OFFICE OF
STATE HIGHWAY ENGINEER

WHT;ia

cc: F. B. Klaboe

RECEIVED
MAY 29 1970
FOR

Form FHWA-120 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: May 27, 1970

In reply refer to: 08-35-DA

I-80N-6(42)256

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

73-7

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

for

Klaboe

SUBJECT: Oregon Project I-80N-6(42)256
La Grande Section
Old Oregon Trail Highway
Cul-de-sacs

The addition of cul-de-sacs or right of way for future cul-de-sacs as shown in the attachment to Mr. Klaboe's May 18 letter is approved subject to the following conditions:

1. The additional right of way will not displace any people or have any adverse effect on the abutting properties.

2. The cost of the additional right of way is reasonable.

Will you please send us the revised right of way plans when completed.

5-29-70
REFERRED TO
Barbee
By Asst. State Hwy. Engr.

NOTED
F. B. KLABOE

RECEIVED
MAY 28 1970
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAY 20 1970
FOR FILING
I-80N-6(42)256
7337

May 18, 1970

8454

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
Box 300
Salem, Oregon 97308

Re: La Grande Section
Contract No. 7337
I-80N-6(42)256

Dear Sir:

I have your memo of May 8 approving our proposal to employ Northern Testing Laboratories for inspection of structural steel for the project being fabricated at Pocatello, Idaho.

Formal agreements covering the work are being prepared. Three conformed copies will be furnished you as soon as the agreements are complete with all necessary signatures.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant

CAG:mf ja

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: May 8, 1970

In reply refer to: 08-35-EC

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : for R. E. Simpson, Division Engineer
Salem, Oregon

Edwards

SUBJECT: Oregon Project I-80N-6(42)256
LaGrande Section
Consultant Agreement for Shop Inspection

Based on the information furnished in Mr. Merchant's May 5 letter we concur in your selection of the Northern Testing Laboratory of Boise, Idaho, to do the shop inspection of the fabrication of the structural steel for the bridges on the subject project at Pocatello, Idaho.

While we think the $12 per hour rate quoted by this firm appears reasonable we would like to receive your support for this figure. We would also like to see a copy of their brochure which your people used to evaluate this firm's experience and ability.

We also feel that the mobilization costs for travel between Boise and Pocatello are excessive. They already have an item for automobile expense included in their overhead so the $0.12 a mile shown appears to be a double charge. We feel this travel expense should be limited to the actual costs based on commercial plane fare between these cities.

The $16,800 limit for this agreement as suggested in your letter is satisfactory. Authorization to proceed is tentatively given effective this date subject to our review and approval of the executed agreement. Please furnish three conformed copies for our formal approval as soon as they are available.

RECEIVED
MAY 12 1970
BRIDGE DIVISION

RECEIVED
MAY 11 1970
OFFICE OF
STATE HIGHWAY ENGINEER

Ivan

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAY 19 1970

I-80N-6(43)256
7337

May 18, 1970

$355

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
Post Office Box 300
Salem, Oregon 97308

Dear Sir:

Re: La Grande Section, Old Oregon Trail
Highway, Union County
Your Reference: 08-35-DA

As requested in your April 17 letter, attached are three prints each of two reduced right-of-way maps covering the La Grande Section. Shown thereon are the proposed cul-de-sacs and additional right-of-way needs previously mentioned in our April 10 submittal.

Since dedicated streets are clearly shown on the few spots where right-of-way only is proposed, we are not including any formal City plan. The cul-de-sacs have been field located for economy and ease of construction.

Your approval of this submission is requested so that we may add it to our present contract.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

Atts.

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
D. J. Barbee
H. S. Coulter

DNS:jp srb

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: April 17, 1970

In reply refer to: 08-35-DA

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-6(42)256
La Grande Section
Old Oregon Trail Highway
Cul-de-sacs, Mr. Klaboe's April 10 letter

Your proposal to provide cul-de-sacs has merit, however, before we can determine Federal-aid eligibility, we need additional information such as a map showing the additional right of way needed, type and width of surfacing on existing streets, design of proposed cul-de-sacs and evidence that dedicated but not constructed streets are on a formally adopted plan by the appropriate public agency (County or City).

Would you please furnish the number of the Oregon Statute that forms the legal basis for a city ordinance applying to areas within 6 miles of the city boundary.

4-23-70
REFERRED TO
Barbee - RIW
By Asst. State Hwy. Engr

RECEIVED
OFFICE OF
STATE HIGHWAY ENGINEER

Routing

Barbee
Hall
A. Olson
Sample
Terpin
Swenson

RECEIVED
APR 23 1970
DESIGN
DIVISION

Trout
Wills
Heckleman
Scott
R. Olson
Carstensen

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

April 10, 1970

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
Post Office Box 300
Salem, Oregon 97308

Dear Sir:

Re: La Grande Section, Old Oregon Trail
Highway, Union County

At the time of approval of the County and City agreements and construction plans of the La Grande Section, all parties concerned overlooked any provision for cul-de-sacs on severed streets. The City of La Grande has brought this to our attention and we feel we have an obligation to provide such cul-de-sacs on existing streets or the right-of-way for future construction where only dedicated streets now exist.

City Ordinance No. 2061 dated January 3, 1964, provides that all streets and alleys which are severed should be provided with a cul-de-sac. This Ordinance applies to any area within six miles of the city boundary. Our freeway location is within this area. Union County, by Resolution No. 3135 dated September 24, 1969, accepted the City's Ordinance.

In checking the plans, we find that we can provide what is requested by the City without destroying any homes or businesses. In some cases, additional right-of-way is already available for the cul-de-sacs. We will only provide these turn-arounds on streets or alleys which at present have circulation and are not already dead ended. We will expect to construct in kind where streets and alleys exist and provide right-of-way only on dedicated but nonexistent streets and alleys.

Your approval of this general plan is requested so that we may prepare the necessary additions to the present contract.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
D. J. Barbee
H. S. Coulter
D. N. Stoudenmeyer

DNS:jp sru

RECEIVED
MAY 7 - 1970
FOR FILING

I-80N-6(42)256
7337

May 5, 1970

Mr. L. W. Eastman
Sibarco Stations, Inc.
Atlantic Richfield Company
1200 S. W. 13th Avenue
Portland, Oregon 97205

Dear Mr. Eastman:

Re: Wallowa Lake Highway Interchange
La Grande Section
Old Oregon Trail Highway

Exhibit "A" of your option to purchase the Jeffer's tract located at the junction of the "C" and "D" lines with the Wallowa Lake Highway at the Wallowa Lake Highway Interchange on the La Grande Section of Interstate 80N is identical with the plans as contracted for this project.

No changes in the plans are anticipated in the construction of the "C" and "D" lines at this time but, until actual construction has been accomplished, we are unable to guarantee that no changes may occur.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
D. J. Barbee

FLH:bdr srb

Eastman visited Klaboe
5-5-70

RECEIVED
APR 10 1970
FOR FILING

I-80N-6(42)256
7337

April 10, 1970

Oregon State Highway Commission

Gentlemen:

On the agenda for the April 21 meeting will be two haul road agreements with the Union Pacific Railroad Company providing for the installation of haul road grade crossings over the Railroad's Joseph branch and main line to facilitate the construction of the La Grande Section of the Old Oregon Trail Highway (I-80N) in Union County.

These agreements are the standard haul road agreements prepared by the Railroad and require the State and contractor to bear all costs incurred by and abide by all regulations set forth by the Railroad.

The agreements have been executed by the contractor, Gordon H. Ball, and he has agreed to bear the costs incurred by the Railroad, which are estimated to be $1,450.

Your approval is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
V. E. Skoog
F. D. Morgan (Attn: T. W. Litchfield)
H. S. Coulter

TWL:ss sr

RECEIVED
APR 10 1970

FOR FILING

I-80N-6(42)256

7337

April 10, 1970

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
Post Office Box 300
Salem, Oregon 97308

Dear Sir:

Re: La Grande Section, Old Oregon Trail Highway, Union County

At the time of approval of the County and City agreements and construction plans of the La Grande Section, all parties concerned overlooked any provision for cul-de-sacs on severed streets. The City of La Grande has brought this to our attention and we feel we have an obligation to provide such cul-de-sacs on existing streets or the right-of-way for future construction where only dedicated streets now exist.

City Ordinance No. 2061 dated January 3, 1964, provides that all streets and alleys which are severed should be provided with a cul-de-sac. This Ordinance applies to any area within six miles of the city boundary. Our freeway location is within this area. Union County, by Resolution No. 3135 dated September 24, 1969, accepted the City's Ordinance.

In checking the plans, we find that we can provide what is requested by the City without destroying any homes or businesses. In some cases, additional right-of-way is already available for the cul-de-sacs. We will only provide these turn-arounds on streets or alleys which at present have circulation and are not already dead ended. We will expect to construct in kind where streets and alleys exist and provide right-of-way only on dedicated but nonexistent streets and alleys.

Your approval of this general plan is requested so that we may prepare the necessary additions to the present contract.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
D. J. Barbee
H. S. Coulter
D. N. Stoudenmeyer

DNS:jp srb

RECEIVED
APR 7 - 1970
FOR FILING

I-80N-6(42)256
1337

Salem, Oregon
April 7, 1970

5'x3.5' RCBC (Irr. Conduit)
Grande Ronde Irr. District
Wallowa Lake Interchange
WL Station 40+76
La Grande Section

Mr. Scott Coulter
Division Engineer, Div. V
La Grande, Oregon

At the time the Bridge Department asked this Section for suggestions on the design of the 33° elbow in the subject box culvert, we posed the question as to whether this box culvert had been adequately sized. There were no records in our file concerning the hydraulic conditions that the box would operate under and it was felt that the length of the extension justified further study to determine if it would handle the irrigation water.

Mr. Ward Miller, Union County Water Master, was contacted to determine the water rights of the Irrigation District. He stated that they have rights to 43 cfs; however, the total land under irrigation is listed as 3,100 acres (77 cfs assuming 1-inch per acre) which seems to disagree with the water rights on their permit. They have not been able to divert the full 43 cfs but construction of the Grande Ronde River Dam could help them achieve this flow.

The existing box culvert and irrigation ditch are capable of handling the full water rights (43 cfs) even though five to six inches of silt and debris have decreased the waterway area of the box culvert.

The proposed extension is on a flatter grade than the existing box culvert; however, it is capable of carrying more water than the Irrigation District has water rights for. The storm sewer at WL Station 38+10 will contribute an estimated 5 cfs but this additional water should cause no problems.

William H. Tobson
Preliminary Studies Engineer

By

Richard L. Lens
Hydraulics Engineer

SHM:bb

RECEIVED
APR 7 - 1970
FOR FILING

I-80N-6(42)256

7337

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: April 3, 1970

In reply refer to: 08-35-EC

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

Moehring

SUBJECT: Oregon Project I 80N-6(42)256
La Grande Section
Old Oregon Trail Highway
Union County

In purchasing the right of way for the Union Junction Interchange, access control was not obtained between the "SR" line and the "B" line in the southeast quadrant. To preclude any access in this area access control should be purchased. The file involved is number 40268(2). (La Grande Gun Club)

This matter was discussed with Mr. Chatwood by Mr. Mathias.

Barber
4-7-70

Orig to
Moehring
4-6-70

RECEIVED
APR 6 1970
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
APR 6 - 1970
FOR FILING

4-2-70

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

LETTER OF APPROVAL AND/OR AUTHORIZATION

4

PROJECT:	I-80N-6(32)256
SECTION:	LAGRANDE
WORK:	TELEPHONE FACILITY ADJUSTMENT
COUNTY:	UNION

TO: MR. FORREST COOPER
STATE HIGHWAY ENGINEER
SALEM, OREGON

I-80N-6(32)256
7337

FROM: MR. R. E. SIMPSON
DIVISION ENGINEER
SALEM, OREGON

DATE PS&E APPROVED	DATE AUTHORIZED
—	OCTOBER 30, 1968

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW:

○ CONSTRUCTION - ADVERTISE FOR BIDS.
○ RIGHT OF WAY.
○ OTHER (SPECIFY).
☒ UTILITY ADJUSTMENT.
○ RIGHT OF WAY INCIDENTALS AND RELOCATION PAYMENTS.

REMARKS AND LIMITS OF AUTHORITY:

OUR OCTOBER 30, 1968 AUTHORIZATION TO PROCEED WITH THE NECESSARY ADJUSTMENT OF PACIFIC NORTHWEST BELL TELEPHONE COMPANY'S PENDLETON-LAGRANDE TOLL LEAD ON THE SUBJECT PROJECT APPROVED ONLY THE $9,970.00 ESTIMATED ACTUAL COST OF THE CONTRACT WORK.

IN THAT THE COSTS FOR THE MATERIALS, SUPPLIES, EQUIPMENT EXPENSES, AND OTHER EXPENSES INCLUDED ON THE PACIFIC NORTHWEST TELEPHONE COMPANY'S ORIGINAL ESTIMATE ARE ALSO ELIGIBLE FOR FEDERAL PARTICIPATION, OUR OCTOBER 30, 1968 AUTHORIZATION IS HEREBY EXTENDED TO $14,365.00 TO INCLUDE THE ACTUAL COSTS FOR THESE ITEMS.

4-6-70

OFFICE USE
Young

RECEIVED
APR 3 1970
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
F. B. KLABOE

DATE	SIGNATURE OF APPROVING OFFICIAL	TITLE
APRIL 2, 1970	For R. E. SIMPSON	DIVISION ENGINEER

C

[illegible]
MAR 25 1970

FOR FILE
I-80N-6(42)256
7337

INSPECTION NO. ______

CONSTRUCTION DEPARTMENT
INSPECTION REPORT

Name of Job: LaGrande
Contract No. 7337
Highway: Old Oregon Trail
Contractor: Gordon Ball, Inc.
Date: 3-17-70

	Initial
	Intermediate
	Final
X	Special

Inspection Made by: John H. Walker

NOTED
R. L. PORTER

REMARKS

This inspection regarded Mr. Cooper's letter of March 12, 1970 concerning borrow sites being obtained by contractor and also a detour road.

Attached is a sketch showing borrows that have been obtained by the contractor to date. The southerly borrow (green) will be developed in such a manner as to alow a future fish pond and recreation area. The other will not be a deep area but only use 3 to 4 feet of top portion. According to Resident Engineer Hiatt there is no indication that Ball will make any serious issues with the local zoning authorities.

As to the detours, this is evidently Baum's idea and not the contractor's. The detour would route Wallowa Lake Highway traffic around the interchange and structure work where the Old Oregon Trail Highway crosses the Wallowa Lake Highway. As shown on the sketch, it uses McAllister Lane in part. This road has an AC pavement with gravel shoulders and appears in good shape, but narrower than our regular Wallowa Lake Highway in this area. The rest of the proposed detour is on Cove Avenue which in my opinion would take a considerable amount of work prior to handling the detoured traffic. The County Road portion of Cove Avenue has a light bituminous surface and is in a poor condition. The portion of the road in the city of LaGrande is broken up and would require repaving. At present, the County does not allow trucks on the roadway.

I would not recommend its use as a detour without a considerable amount of work being done. The contractor has not asked that it be considered and it is doubtful whether he would if he were required to do the work needed to place it in usable shape.

The Division is making a report on this to Mr. Cooper as requested.

RECEIVED
MAR 23 1970
OFFICE OF
STATE HIGHWAY ENGINEER

cc: Div. Engr. H. S. Coulter
Res. Engr. J. C. Hiatt
F. B. Klaboe

John H Walker
Signed

NOTED
FORREST COOPER

RECEIVED
MAR 9 - 1970
FOR FILING

I-80N-6(42)256
7337

March 5, 1970

8257

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
P. O. Box 300
Salem, Oregon 97308

Re: La Grande Section
Contract No. 7337
FA No. I-80N-6(42)256
Your File 08-35-EC

Dear Sir:

I have your memo of February 25 concurring in our decision to have the State of Idaho handle the shop inspection of the structural steel for the subject project at the Gate City Steel Corporation, Pocatello, Idaho plant.

The State of Idaho advises us that it will bill us on a cost basis and that its current estimate of cost is approximately $4,800 for the work. This is approximately $5 a ton, which is comparable to our own cost for similar work where we use Resident Inspectors in the Portland area.

I am this date advising our Laboratory to instruct Idaho to proceed with the work. The above is in accordance with a conversation between Mr. C. A. Gardner and Mr. Schell of your office on March 3.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant
L. H. Young (enc.)
V. E. Skoog (enc.)

CAG:dh ja

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: February 25, 1970

In reply refer to: 08-35-EC

FROM : for R. E. Simpson, Division Engineer
Salem, Oregon

Edwards

SUBJECT: Oregon Project I-80N-6(42)286
LaGrande Section
Shop Inspection of Structural Steel

We concur in your decision to have the State of Idaho handle the shop inspection of the structural steel for the subject project at the Gate City Steel Corporation, Pocatello, Idaho plant. For Federal participation, payment must be on an actual cost basis and it is suggested that some limiting amount be indicated.

RECEIVED
FEB 27 1970
BRIDGE DIVISION

Marchant
[illegible]

RECEIVED
FEB 26 [illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

I-80N-6(42)256
7337

A-108-6M
RECEIVED
MAR 10 1970
OFFICE OF
STATE HIGHWAY ENGINEER

STATE COPY

6-T.

APPROVED EFFECTIVE DATE 2/25/70
Contingent upon modification of project agreement if additional funds are required
BY
TITLE Dist. Engineer
DATE 9 MAR 1970
U. S. BUREAU OF PUBLIC ROADS

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 1

Project Name La Grande
Date 2/19, 1970
Highway Old Oregon Trail
Contract No. 7337
F. A. Project No. I-80N-6(42)256
County Union
Prefix 631-1067
Account No. 278-01

Description of Work To Be Done:

Paint traffic lines & markers as required thruout the project.

NOTED
F. B. KLABOE

Location by Station Numbers:

"EB" 35+48.50 - "EB" 140+68.31

Estimate of Quantities and Costs:

White solid line-3 inch	28.75 miles at $56.60/mile	$1,627.25
White intermittent line-4 inch	15.06 miles at $35.50/mile	534.63
Incidental interchange pavement legends	16 hours at $38.00/hour	608.00
	Total	$2,769.88

Explanation: Work to be performed by State Forces. Agreed unit prices as per memorandum dated 3/18/69. $2,500.00 authorized for this work.

Work has not started.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization $12,366,409.50
Present estimate of project cost, including $2,769.88 for work under this order $12,366,409.50
Expected under-run / over-run (amount) $--
Expected under-run / over-run (per cent) --

Space to right of this line is for use of Salem Office

3-10-70

Submitted by: J C Hitt, Resident Engineer

Approval Recommended: Asst. Division Engineer

Approval Recommended: for Construction Engineer or Bridge Engineer

Approved: Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State P

RECEIVED
MAR 12 1970
FOR FILING

I-80N-6(42)256

7337

Salem, Oregon
February 9, 1970

Agenda Item 4k
February 3 Commission meeting

Mr. F. D. Morgan
Construction Engineer

Attention: Ted Litchfield
Utilities Liaison Engineer

MISC. CONTRACTS and
AGREEMENTS No. 3897

BUILDING

As requested, attached for further handling is a fully executed copy of an agreement with Irrigation Canal Company covering the relocation and adjustment of its facilities on the La Grande Section of I-80N in Union County.

We have retained a fully executed copy of this agreement for the Commission's files.

Floyd Query, Secretary

fkm
Att.

STATE COPY

Approved; Budget Bureau No. 04-R2089.1

MONTHLY TRANSACTION NO. 2-17	FORM PR-2 (REV. 5-69) U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION BUREAU OF PUBLIC ROADS	STATE Oregon
	FEDERAL-AID PROJECT AGREEMENT (PPM 21-7) 1-30-70	COUNTY Union
PROJECT REPORT NO. $		PROJECT NO. I-80N-6(12)256

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

LaGrande Section of the Old Oregon Trail Highway

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH (Miles)
HIGHWAY PLANNING		▨
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		▨
CONSTRUCTION	11-25-69	6.316
OTHER (Specify)		

FUNDS Pro rata 92.25%

ESTIMATED TOTAL COST OF PROJECT $ 11,868,473	FEDERAL FUNDS $ 10,948,500.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Department)

By B Klaboe

Assistant State Highway Engineer
(Title)

By ______________________

(Title)

By ______________________

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
Federal Highway Administration
Bureau of Public Roads

By G L Green
(Division Engineer)

For: R. E. Simpson

Date executed by Division Engineer January 30, 1970

EXISTING STOCKS OF PR-2 (REV. 5-66) WILL BE USED

Oregon State Highway Division

Federal-Aid
Project No. I-80N-6(42)256

LA GRANDE SECTION OF THE
OLD OREGON TRAIL HIGHWAY IN UNION COUNTY

Project Agreement Estimate.

Salem, Oregon, January 20, 1970

Type Code 7224
Roadway (Sta. "EB" 35+48.5 to Sta. "EB" 369+00)
(Contract 7337)

Furnish Field Laboratory Building	3	only	$1,200.00	$ 3,600.00
Temporary Protection and Direction of Traffic	All	Required		20,000.00
Remove Old Cedar Street Bridge	All	Required		15,000.00
Clearing and Grubbing	All	Required		50,000.00
Ditch Excavation, Unclassified	2,290	cu.yd.	2.50	5,725.00
Toe Trench Excavation, Unclass.	51,800	cu.yd.	1.50	77,700.00
Embankment Foundation Excavation, Unclassified	12,200	cu.yd.	1.00	12,200.00
Embankment in Place	3,835,000	cu.yd.	0.83	3,183,050.00
Finishing Roadbed and Slopes	All	Required		85,000.00
Trench Excavation	7,130	cu.yd.	8.00	57,040.00
Special Backfill in Drains	170	cu.yd.	8.00	1,360.00
Furnishing and Placing Topsoil	60,700	cu.yd.	2.00	121,400.00
Watering	59,000	M-gal.	2.75	162,250.00
Obliteration of Roadway	9,400	sq.yd.	0.35	3,290.00
3/4" - 0 Material in Base	50,800	ton	3.00	152,400.00
Plant-Mix Stone Base	376,000	ton	1.75	658,000.00
Cement-Treated Base Mixture	70,700	ton	2.70	190,890.00
Portland Cement in C.T.B. Mixture	3,540	ton	27.00	95,580.00
RS-1 Asphalt in Seal	260	ton	50.00	13,000.00
3/4" - 0 Aggregate in Prime Coat	1,400	cu.yd.	5.25	7,350.00
MC-250 Asphalt in Prime Coat	250	ton	40.00	10,000.00
Asphalt in Tack Coat	20	ton	100.00	2,000.00
Class "B" Asphalt Concrete Mixture	58,800	ton	4.25	249,900.00
Asphalt Cement in Mixture	3,230	ton	30.00	96,900.00
8-inch Continuously Reinforced Concrete Pavement	171,000	sq.yd.	6.00	1,026,000.00
8-inch Reinforced Concrete Pavement	2,300	sq.yd.	6.50	14,950.00
12-inch Reinforced Concrete Bridge End Panels	2,600	sq.yd.	19.00	49,400.00

Pavement Terminal Anchors	1,800 lin.ft.	17.50	31,500.00
Class "A" Concrete in Box Culvert	280 cu.yd.	95.00	26,600.00
Reinforcement in Box Culvert	42,000 lb.	0.13	5,460.00
Class "A" Concrete in Walls	110 cu.yd.	90.00	9,900.00
Reinforcement in Walls	16,000 lb.	0.13	2,080.00
Diversion Box, Sta. EB 57+15	All Required		2,500.00
Diversion Box, Sta. ML 34+20	All Required		750.00
15-inch Paved Culvert End Slopes	12 only	42.00	504.00
18-inch Paved Culvert End Slopes	10 only	62.00	620.00
24-inch Paved Culvert End Slopes	8 only	70.00	560.00
30-inch Paved Culvert End Slopes	2 only	85.00	170.00
Trash Rack, Sta. 162+50	All Required		400.00
Trash Rack, Sta. WL 40+80	All Required		750.00
Trash Rack, Sta. EB 299+95	All Required		500.00
Loose Riprap	46,300 cu.yd.	1.75	81,025.00
Boulders in Channel Change	150 only	4.50	675.00
6-inch Culvert Pipe	420 lin.ft.	1.80	756.00
8-inch Culvert Pipe	780 lin.ft.	2.30	1,794.00
12-inch Culvert Pipe	550 lin.ft.	3.00	1,650.00
15-inch Culvert Pipe	1,840 lin.ft.	3.20	5,888.00
18-inch Culvert Pipe	2,180 lin.ft.	3.60	7,848.00
24-inch Culvert Pipe	1,970 lin.ft.	5.50	10,835.00
30-inch Culvert Pipe	430 lin.ft.	7.20	3,096.00
36-inch Culvert Pipe	270 lin.ft.	12.40	3,348.00
Optional Culvert Pipe, Sta. EB 237+85	290 lin.ft.	16.60	4,814.00
30-inch Arch-Type Irrigation Pipe	640 lin.ft.	8.40	5,376.00
54-inch Arch-Type Irrigation Pipe	800 lin.ft.	20.80	16,640.00
60-inch Irrigation Pipe	350 lin.ft.	26.50	9,275.00
48-inch Half-Round Culvert Pipe	34 lin.ft.	19.00	646.00
8-inch Storm Sewer Pipe	300 lin.ft.	2.10	630.00
12-inch Storm Sewer Pipe	800 lin.ft.	5.40	4,320.00
18-inch Storm Sewer Pipe	2,700 lin.ft.	7.50	20,250.00
15-inch Sanitary Sewer Pipe	590 lin.ft.	6.30	3,717.00
27-inch Sanitary Sewer Pipe	400 lin.ft.	11.10	4,440.00
6-inch Drain Pipe	1,900 lin.ft.	1.70	3,230.00
8-inch Drain Pipe	180 lin.ft.	2.10	378.00
Concrete Manholes	10 only	450.00	4,500.00
Concrete Sumps	4 only	550.00	2,200.00

Concrete Inlets, GB-1	20 only	330.00	6,600.00
Concrete Inlets, GB-2	1 only	365.00	365.00
Concrete Inlets, G, 2 MA	30 only	340.00	10,200.00
Adjusting Manholes	1 only	65.00	65.00
Concrete Curbs	260 cu.yd.	80.00	20,800.00
Concrete Walks	830 sq.yd.	7.00	5,810.00
Extra for A.C. Concrete Approaches	40 only	65.00	2,600.00
Extra for A.C. Concrete Walks	1,300 sq.yd.	6.00	7,800.00
Guide Posts, W-1	260 only	6.50	1,690.00
Guide Posts, Y-2	240 only	6.75	1,620.00
Guard Rail, Type 1A	900 lin.ft.	5.00	4,500.00
Guard Rail, Type 2	2,180 lin.ft.	4.00	8,720.00
Guard Rail, Type 2A	27,000 lin.ft.	6.00	162,000.00
Guard Rail Terminal Anchors	34 only	350.00	11,900.00
Barricade, Type 2	550 lin.ft.	9.00	4,950.00
Portable Barricade	4 only	65.00	260.00
Extra for Guard Rail Bridge Connections	44 only	60.00	2,640.00
Type 1 Fence	20 rod	6.75	135.00
Type 2 Fence	3,580 rod	7.90	28,282.00
Type 3 Fence	1,700 rod	11.20	19,040.00
16' Type 2 Single Gates	10 only	52.00	520.00
20' Type 2 Double Gates	1 only	60.00	60.00
24' Type 2 Double Gates	1 only	68.00	68.00
32' Type 2 Double Gates	1 only	84.00	84.00
Roadside Seeding	150 acre	100.00	15,000.00
Roadside Mulching	150 acre	165.00	24,750.00
Grass Seed Mixture	4,500 lb.	1.00	4,500.00
Inorganic Fertilizer, 22-16-8	600 cwt.	6.00	3,600.00
Sign Support Footings	All Required		6,000.00
Breakaway Sign Posts	All Required		5,600.00
Single Sign Supports	All Required		1,700.00
Double Sign Supports	All Required		2,000.00
Cantilever Sign Structures	All Required		5,200.00
Sign Bridge Structure	All Required		10,600.00
Structure Mount	All Required		1,800.00
Sign Illumination Equipment	All Required		3,000.00
Painted Wood Sign Posts	All Required		2,350.00
Type "A" & "B" Signs in Place	3,479 sq.ft.	5.00	17,395.00
Type "C", "D" & "R" Signs in Place	1,416 sq.ft.	4.00	5,664.00
Type "E", "F", "G" & "N" Signs in Place	387 sq.ft.	4.00	1,548.00
Type "P" Signs in Place	11 sq.ft.	4.00	44.00
Thermoplastic Pavement Arrows	6 only	50.00	300.00
Roadway Illumination Installation, Complete	All Required		150,000.00
			$7,205,370.00

Flagging (60% of contractor's cost)	All Required	$ 20,000.00
	Subtotal	$7,225,370.00
	10% Engr. & Cont.	* 716,935.00
	Total	$7,942,305.00

*Note: Reduced in accordance with Par. 5 (Project Field Offices) of PPM 30-6.

Type Code X021
Bridge Nos. 9630 and 9630A (Sta. "EB" 92+10 to Sta. "EB" 95+10)

Shoring, Cribbing, Etc.	All Required (72%)		$ 5,400.00
Structural Excavation	5,160 cu.yd.	3.50	18,060.00
Structural Excavation Below Elevation Shown	500 cu.yd.	3.30	1,650.00
Furnish 10 BP 42 Steel Piling	1,680 lin.ft.	5.50	9,240.00
Drive 10 BP 42 Steel Piling	56 only	85.00	4,760.00
Splice Piles	14 only	15.00	210.00
Class "A" Concrete (2,560 C.Y.)	All Required (55%)		302,500.00
Reinforcement (894,600 C.Y.)	All Required (58%)		118,900.00
Two Tube Metal Railing	1,220 lin.ft.	10.00	12,200.00
8-inch Metal Unperf. Drain Pipe, Type "A" Coating	55 lin.ft.	3.50	192.50
			$ 473,112.50

Type Code X721
Bridge No. 9630B (Sta. "EB" 93+49.73)(Length 398 ft.)
(Contract 7337)

Shoring, Cribbing, Etc.	All Required (28%)		$ 2,100.00
Structural Excavation	2,040 cu.yd.	3.50	7,140.00
Structural Excavation Below Elevation Shown	200 cu.yd.	3.30	660.00
Furnish 10 BP 42 Steel Piling	1,505 lin.ft.	5.50	8,277.50
Drive 10 BP 42 Steel Piling	35 only	85.00	2,975.00
Splice Piles	8 only	15.00	120.00
Class "A" Concrete (2,112 C.Y.)	All Required (45%)		247,500.00
Reinforcement (660,300 Lb.)	All Required (42%)		86,100.00

Two Tube Metal Railing	800 lin.ft.	10.00	8,000.00
Pedestrian Handrail	427 lin.ft.	15.00	6,405.00
8-inch Metal Unperf. Drain Pipe, Type "A" Coating	245 lin.ft.	3.50	857.50
Preparation of Slopes	510 sq.yd.	3.30	1,683.00
Slope Paving	460 sq.yd.	6.50	2,990.00
Berm Paving	50 sq.yd.	3.40	170.00
Slope Paving Curb	90 lin.ft.	4.00	360.00
			$ 375,338.00

Type Code X220
Bridge Nos. 9631 and 9631A (Sta. "EB" 126+48.81 to Sta. "EB" 127+99.81)
(Contract 7337)

Shoring, Cribbing, Etc.	All Required		$ 500.00
Structural Excavation	1,300 cu.yd.	3.00	3,900.00
Structural Excavation Below Elevation Shown	120 cu.yd.	3.30	396.00
Class "A" Concrete (1,844 C.Y.)	All Required		200,000.00
Reinforcement (365,000 Lb.)	All Required		50,000.00
Two Tube Metal Railing	604 lin.ft.	10.00	6,040.00
8-inch Metal Unperf. Drain Pipe, Type "A" Coating	260 lin.ft.	3.50	910.00
Preparation of Slopes	940 sq.yd.	3.30	3,102.00
Slope Paving	940 sq.yd.	6.50	6,110.00
			$ 270,958.00

Type Code X541
Bridge Nos. 9632 and 9632A (Sta. "EB" 173+91.98 to Sta. 176+95.23)
(Contract 7337)

Shoring, Cribbing, Etc.	All Required (28%)		$ 280.00
Structural Excavation	1,400 cu.yd.	4.00	5,600.00
Structural Excavation Below Elevation Shown	130 cu.yd.	3.30	429.00
Furnish 10 BP 42 Steel Piling	3,695 lin.ft.	5.50	20,322.50
Drive 10 BP 42 Steel Pile	101 only	90.00	9,090.00
Splice Piles	25 only	15.00	375.00
Class "A" Concrete (1,624 C.Y.)	All Required (32%)		208,000.00
Reinforcement (321,500 Lb.)	All Required (31%)		42,160.00

Structural Steel (935,000 lb.)	All Required (34%)		357,000.00
Two Tube Metal Railing	1,215 lin.ft.	10.00	12,150.00
8-inch Metal Unperf. Drain Pipe, Type "A" Coating	350 lin.ft.	3.50	1,225.00
Preparation of Slopes	1,360 sq.yd.	3.30	4,488.00
Slope Paving	1,260 sq.yd.	6.50	8,190.00
Berm Paving	160 sq.yd.	3.40	544.00
			$ 669,853.50

Type Code X781

Bridge No. 9633 (Sta. "EB" 201+89.14)(Length 386 ft.)
(Contract 7337)

Shoring, Cribbing, Etc.	All Required		$ 500.00
Structural Excavation	500 cu.yd.	3.60	1,800.00
Structural Excavation Below Elevation Shown	50 cu.yd.	3.30	165.00
Furnish 10 BP 42 Steel Piling	2,360 lin.ft.	5.50	12,980.00
Furnish 12 BP 53 Steel Piling	2,000 lin.ft.	7.00	14,000.00
Drive 10 BP 42 Steel Pile	56 only	85.00	4,760.00
Drive 12 BP 53 Steel Pile	50 only	85.00	4,250.00
Splice Piles	25 only	15.00	375.00
Class "A" Concrete (423 C.Y.)	All Required		45,000.00
Class "AA" Concrete (1,272 C.Y.)	All Required		155,000.00
Prestressing Steel (102,000 Lb.)	All Required		50,000.00
Reinforcement (318,300 Lb.)	All Required		42,000.00
Three Tube Metal Railing	770 lin.ft.	18.00	13,860.00
8-inch Metal Unperf. Drain Pipe, Type "A" Coating	300 lin.ft.	3.50	1,050.00
Preparation of Slopes	520 sq.yd.	3.30	1,716.00
Slope Paving	520 sq.yd.	6.50	3,380.00
Slope Paving Curb	220 lin.ft.	4.00	880.00
			$ 351,716.00

Type Code X541

Bridge Nos. 9635 and 9635A (Sta. "EB" 337+02.29 to Sta. 341+91.29)
(Contract 7337)

Shoring, Cribbing, Etc.	All Required (72%)		$ 720.00
Structural Excavation	2,400 cu.yd.	4.00	9,600.00
Structural Excavation Below Elevation Shown	230 cu.yd.	3.30	759.00

Furnish 10 BP 42 Steel Piling	18,480 lin.ft.	5.50	101,640.00
Drive 10 BP 42 Steel Pile	402 only	90.00	36,180.00
Splice Piles	100 only	15.00	1,500.00
Class "A" Concrete (3,482 C.Y.)	All Required (68%)		442,000.00
Reinforcement (722,000 Lb.)	All Required (69%)		93,840.00
Structural Steel (1,795,000 Lb.)	All Required (66%)		693,000.00
Two Tube Metal Railing	2,089 lin.ft.	10.00	20,890.00
8-inch Metal Unperf. Drain Pipe, Type "A" Coating	350 lin.ft.	3.50	1,225.00
Preparation of Slopes	2,440 sq.yd.	3.30	8,052.00
Slope Paving	2,440 lin.ft.	6.50	15,860.00
Slope Paving Curb	750 lin.ft.	4.00	3,000.00
			$1,428,266.00

Subtotal	$3,569,244.00
10% Engr. & Cont.	356,924.00
Total	$3,926,168.00

Length of Roadway - - - - - - - 6.081 Miles
Length of Structures (4)- - - - 0.235 Mile
Total Length of Project - - - - 6.316 Miles

Cost of Roadway Per Mile- - - - $1,306,085.35

Retained in Program

Striping	All Required	$ 2,500.00
Slide Correction	All Required	25,000.00
	Subtotal	$ 27,500.00
	10% Engr. & Cont.	2,750.00
	Total	$ 30,250.00

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 7,942,305.00	$ 7,326,700.00	$615,605.00
Structures	3,926,168.00	3,621,800.00	304,369.00
Subtotal	$11,868,473.00	$10,948,500.00	$919,973.00
Retained in Program	30,250.00	27,900.00	2,350.00
Total	$11,898,723.00	$10,976,400.00	$922,323.00

Railroad Protective Cost	All Required	$ 30,000.00
Other Railroad Cost	All Required	80,000.00
Adjust Utilities	All Required	60,000.00
		*$ 170,000.00

*NOTE: The above-mentioned costs will be charged to Project No. I-80N-6(32)256 under Prefix 631-1063.

G-1-100%

Prefix 631-1067

LA GRANDE SECTION

FEDERAL AID PROJECT NO. I-80N-6(42)256

NONPARTICIPATING - STATE WORK

Adjust Mail Boxes	All Required	$ 250.00

RECEIVED
JAN 28 1970
FOR FILING

I-80N-6(42)35-6
7337

January 28, 1970

Oregon State Highway Commission

Gentlemen:

In order to construct the La Grande Section of I-80N in Union County, it is necessary to cross the facilities of the Irrigation Canal Company. An agreement with the Company to cover the relocation and adjustment of its facilities will be on the agenda for the February 3 meeting.

The work consists of relocating the irrigation ditch, construction of a concrete diversion box, the installation of a 30-inch arch type culvert and a 48-inch half-round flume. This work will be included in our contract at an estimated cost of $6,500.

The State will perform structural maintenance of that portion of the culvert which lies within the access control lines. The Company will be responsible for operational maintenance of all its facilities adjusted by this agreement. It will also be responsible for structural maintenance of all of its facilities adjusted by this agreement which lie outside the access control lines.

The agreement further provides that in the event of future adjustment of the Company's facilities covered by this agreement required by the State, such adjustments will be performed at State expense.

It is recommended that the agreement be approved and the Secretary be authorized to sign it for and on your behalf.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
V. D. Wolfe
F. D. Morgan (Attn:
T. W. Litchfield)
V. E. Skoog
H. S. Coulter

PGP:ss sr

RECEIVED
JAN 20 1970
FOR FILING
I 80N-6(42)256
7337

January 19, 1970

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Sir:

Confirmation of your tentative concurrence as of January 15, 1969, is requested in the award of contract for the La Grande Section, Project No. I-80N-6(42)256. The contractor receiving the award is Gordon H. Ball, Inc., in the amount of $10,774,614.00, with Contract No. 7337 assigned. This bid was received on December 18, 1969, and awarded January 16, 1969.

All right of way or rights of entry have been acquired.

The low bidder completed the Anti-Collusion Statement included in our proposal, as required by PPM 21-6.1, and it will be retained in a permanent project file.

All rights of access, including utilities, to or from abutting property are either (1) denied by law, (2) have been acquired, or (3) have been acquired in condemnation proceedings which have been commenced and will be prosecuted to completion. All necessary arrangements have been made for all utility and railroad work not included as part of the construction contract to be undertaken and completed without conflicting or delaying the State contractor's operations.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Program and Planning Engineer

Bureau of Public Roads' Endorsement

Date______________________________
I concur in the award.

R. E. Simpson
Division Engineer

DAR:bb

RECEIVED
JAN 28 1970
FOR FILING

I-80N-6(12)256
7337

C

January 16, 1970

Gordon H. Ball, Inc.
232 South Second Avenue
Kent, Washington 98031

Gentlemen:

This forenoon Mr. E. R. Ferguson, Manager of the Northwest Division, was in this office and signed Contract No. 7337 awarded to you by the Highway Commission today for work on the La Grande Section of the Old Oregon Trail in Union County in Oregon.

Mr. Ferguson also presented two copies of a performance bond also signed by Mr. Ferguson for Gordon H. Ball, Inc., and executed for The Travelers Indemnity Company by Mr. Nelson D. Smith.

The third copy of the contract was handed to Mr. Ferguson for his information pending receipt of a fully executed copy.

Recording of the elapse of the calendar workdays will begin March 1, 1970.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:er

cc: Gordon H. Ball, Inc., California
Pacific Builder & Engr., Inc., Seattle, Wash.
Daily Journal of Commerce, Seattle, Wn., & Portland, Ore.
William Geibel (SAIF)
F. D. Morgan
D. J. Barbee
I. D. Merchant
H. S. Coulter
J. C. Hiatt

RECEIVED
JAN 19 1970

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

I-80N-6(42)256
7357

January 15, 1970

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
P. O. Box 300
Salem, Oregon 97308

Re: La Grande Section
Project No. I-80N-6(42)256

Dear Mr. Simpson:

In the opinion of the undersigned, and with the concurrence of the Attorney General, the bid received December 18, 1969, on the subject project from Gordon H. Ball, Inc., 232 S. 2nd Avenue, Kent, Washington, 98301, in the amount of $10,774,614.00, is a valid bid and should be considered by the State Highway Commission in determining if an award of contract for said project is made.

The Commission has authority to accept said bidder's proposal and award a contract on the proposal received.

Yours very truly,

G. E. ROHDE
Chief Counsel

GER:ks

cc: Forrest Cooper
R. L. Porter
F. B. Klaboe
F. D. Morgan
V. E. Skoog

RECEIVED
JAN 16 1970
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

RECEIVED
JAN 19 1970

FOR FILING

I-80N-6(42)256
7337

January 15, 1970

Oregon State Highway Commission

Gentlemen:

The Commission is meeting at this special session to consider the bids for the LaGrande Section of the Old Oregon Trail, FAP No. I-80N-6(42)256, involving 6.32 miles of grading, paving, structures and signing, which were opened at Salem on December 18, 1969, and have been on file for public inspection since that date in the office of the Secretary.

There were seven bids received and opened as follows:

Gordon H. Ball, Inc., Kent, Washington	$10,774,614.00
Gibbons & Reed Co.-L. S. Matusek, Portland, Ore.	10,936,794.00
Max J. Kuney Company, Spokane, Washington	11,266,174.95
Peter Kiewit Sons' Co., Omaha, Nebraska	11,413,763.35
Slate-Hall and Hamilton Constr. Co., Portland, Ore.	13,089,140.20
G. R. O'Neil and Anderson-Hannan, Portland, Ore.	13,112,309.50
Morrison-Knudsen Co., Inc., Boise, Idaho	14,073,272.00

We are now possessed of a legal opinion of our Chief Counsel, concurred in by the Attorney General, that the bid of Gordon H. Ball, Inc. in an amount of $10,774,614.00 is valid.

In light of this I recommend the award of the contract for the construction of the LaGrande Section of the Old Oregon Trail Highway (I-80N) to Gordon H. Ball, Inc., as the lowest responsible bidder.

Very truly yours,

FORREST COOPER
State Highway Engineer

GKR:hg
cc - Mr. Floyd Query

Seattle - Unger
A/c 206
852-4480

(15)

DILLINGHAM
GORDON H. BALL, INC.
A subsidiary of DILLINGHAM CORPORATION
Box 278 • Danville, California 94526 • (415) 935-2550

Porter

December 22, 1969

RECEIVED
DEC 22 1969
OFFICE OF
STATE HIGHWAY ENGINEER

State Highway Commission
State of Oregon
State Highway Building
Salem, Oregon 97310

ATTENTION: State Highway Engineer

Re: Union County
Old Oregon Trail Highway
La Grande Section

Gentlemen:

On Thursday, December 18, 1969, we submitted our Proposal to construct the above identified section of state highway for the sum of $10,774,614. Our Proposal was accompanied by a Proposal Bond in a form approved by the State Highway Commission and complete and regular in all particulars except that our signature as principal was inadvertently omitted. The signature of the surety was affixed and it was our intention that both the bidder and the surety be bound thereby.

We recognize that competitive bidding requires substantial compliance with all bidding requirements, but for there to be a substantial variance which disqualifies a bid, the variance must affect the amount of the bid.

43 Am. Jur. Public Works and Contracts, §40.

In this case the variance does not in any way affect the price we submitted in our Proposal.

We have been advised that our Proposal is the lowest bid. But for this minor technicality, the contract would be awarded to us. We are further advised that because of this deficiency, it is intended not to award the contract to the lowest bidder, but instead to award it to the second lowest bidder at an added cost to the State of Oregon of $162,180, the difference between our bid and the second lowest bid. Inasmuch as this is a federally assisted project, a substantial part of the added cost would be borne by the United States of America.

We are ready at this time to affix our signature to the Proposal Bond and we offer thus to cure this defect. It is our understanding that the requirement of a proposal guarantee is for the sole and exclusive benefit of the State of Oregon, and therefore the State of Oregon has the right to waive this requirement and to accept an otherwise qualified proposal.

> Adelhardt Construction Company v. United States, 123 Ct. Cls. 456 (1952).

That such a course of action in this case would be in the public interest is obvious since the defect can readily be cured by permitting us to sign the Proposal Bond at this time, and in particular by the fact that we stand ready, willing and able to enter into the contract on the basis of our proposal which will result in a saving to the State of Oregon of the substantial sum of $162,180, the difference between our bid and the second lowest bid.

In this connection, we are advised by our attorneys that our failure to sign the proposal bond is a minor technicality which does not impair the validity of our proposal.

In the first place, the Proposal, which we did sign makes reference to the Proposal Bond and expressly provides for the forfeiture of the Proposal Bond on the condition stated. The Proposal Bond in turn itself incorporates by reference the Proposal. Therefore, since we did sign the Proposal, which refers to the Proposal Bond, and since the Proposal Bond incorporates the proposal which bears our signature, our intention to be bound by the bond is clear and for that reason we are bound by the Proposal Bond.

An analogous situation is recognized under Federal Procurement Regulations, where a failure to sign the proposal itself may be deemed a "minor informality or irregularity." Thus Armed Services Procurement Regulations 2-405(iii)(B) states that the failure to sign the proposal is a minor irregularity and the Government must permit correction or waive the defect if:

> "(B) the unsigned bid is accompanied by other material indicating the bidder's intention to be bound by the unsigned bid document such as the submission of a bid guarantee with bid, or a letter signed by the bidder with the bid referring to and clearly identifying the bid itself;"

If an unsigned proposal may be validated by a signature on accompanying documents, we submit that a Proposal Bond, signed only by the surety but accompanied by a Proposal which has been signed by the bidder, can similarly be deemed valid.

We have consulted with personnel from the staff and Legal Department of the State of California Department of Highways, and they advise that this specific irregularity is a type which in California would be referred to the Legal Department, which in turn would ordinarily recommend waiver. In that regard, we were referred to the case of *Pacific Mill & Timber Co. v. Massachusetts Bonding & Insurance Co.*, *192 Cal. 278, 219 Pacific 972 (1923)* in which the Supreme Court of California held that the failure of the principal on a performance bond to sign the bond was no defense in an action against the surety. While some distinction is made between a joint and several bond (as in that case) or a joint bond (as is the bond here), the distinction should turn on whether the principal is in fact otherwise bound on the same obligation. See 12 Cal. L. Rev. 319 (1923) commenting on the above case. As noted above, we, as bidder, are liable on that obligation by virtue of the Proposal which we did sign.

We also refer to the recent California decision of *Powers Regulator Co. v. Seaboard Surety Co.*, 204 Cal.App.2d *338, 22 Cal. R. 373 (1962)* in which the court held that the signature of the principal on a statutory labor and material payment bond was mere surplusage so as to preclude the surety from raising a defense available to the principal. In other words, there was no necessity for the principal to sign the bond to create liability on the part of the surety.

Another example of a type of technicality which may be waived by a public body with respect to irregularities in the furnishing of security is contained in a ruling by the Comptroller General of the United States that the furnishing of a check which had not been certified, although the invitation for bids required a certified check, was a technicality which could be waived.

Comp. Gen. B-149684 (Nov. 16, 1962), 8 C.C.F. ¶71,924.

In our opinion, the failure to affix the principal's signature on the bond is far less material than the failure to certify a check.

In summary, we submit that our failure to sign the Proposal Bond does not affect in any way our bid price. Therefore, there has not been any substantial variance from the applicable competitive bidding requirements. Because we have signed the Proposal and because our surety has signed the Proposal Bond, we feel there is at most a minor technicality which can be corrected or waived. In any event, the Proposal Bond was given for the exclusive benefit of the State of Oregon and the State can, and should, waive the requirement for our signature or permit correction where, as here, it is to the public interest to do so.

We therefore submit that we should be allowed to correct this minor technicality or, in the alternative, the Commission should waive the deficiency and in either case the contract should be awarded to this firm on the basis of our having submitted the lowest qualified bid.

Very truly yours,

GORDON H. BALL, INC.

By: E. R. Ferguson
Northwest Division Manager

DDB:hms

cc: George Rohde, Esq.
Thelen, Marrin, Johnson & Bridges
Attn: Dario DeBenedictis, Esq.

RECEIVED
DEC 23 1969

12-16-69

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

FOR FILING

LETTER OF APPROVAL AND/OR AUTHORIZATION

TO: Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Klaboe

I-80N-6(42)256

PROJECT:	I-80N-6(32)256
SECTION:	LaGrande Section
WORK:	Railroad Protective Services
COUNTY:	Union

FROM: Mr. R. E. Simpson
Division Engineer
Salem, Oregon

7337

DATE PS&E APPROVED	DATE AUTHORIZED
------	December 16, 1969

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW:

○ CONSTRUCTION - ADVERTISE FOR BIDS.
○ RIGHT OF WAY.
☒ OTHER (SPECIFY). Railroad Protective Services
○ UTILITY ADJUSTMENT.
○ RIGHT OF WAY INCIDENTALS AND RELOCATION PAYMENTS.

REMARKS AND LIMITS OF AUTHORITY:

As requested in Mr. Young's December 5, 1969 letter you are hereby authorized effective today to proceed with the Union Pacific Railroad protective services in the amount of $30,000.00 as shown in your December 5, 1969 Project Agreement Estimate.

12-23-69

OFFICE USE
Young
Litchfield

RECEIVED
DEC 22 1969
OFFICE OF
STATE HIGHWAY ENGINEER

DATE	SIGNATURE OF APPROVING OFFICIAL	TITLE
12-16-69	for R. E. Simpson	Division Engineer

RECEIVED
DEC 10 1969

Form FHWA-12
UNITED STATES GOVERNMENT

Memorandum

I-80N-6(42)256

7337

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: December 4, 1969

In reply refer to: 08-35-EC

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

Klaboe

SUBJECT: Oregon Project I-80N-6(42)256
La Grande Section, Old Oregon Trail Highway
Railroad Agreement - UPRR

The proposed railroad agreement with the Union Pacific Railroad covering construction of the subject project as transmitted with Mr. Litchfield's November 24, 1969 letter has been reviewed and is hereby approved as to form.

NOTED
F. B. KLABOE

orig to Litchfield
copies to Sollis
Young
12-8-69

RECEIVED
DEC 8 1969
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
DEC 2 1969
FOR...

Form ...-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

I-80N-6(42)256
#337

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: November 26, 1969

In reply refer to: 08-35-DA

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

Klabo

SUBJECT: Oregon Project I-80N-6(42)256
LaGrande Section
Old Oregon Trail Highway
Review of PS&E

Your personnel have produced an excellent set of plans for the subject project. It appears that you have incorporated modern safety features in all cases except for the guardrail connections to the retaining wall located at EB 41+40 to 43+06. The guardrail connection detailed on Sheet 2 of the plans would be satisfactory at the exit end of the wall but it could pocket a vehicle at the approach end (EB 41+40). The minimum revision would be to revise the approach connection to conform to Drawing #24846. In our view an improved facility would be obtained if the guardrail between Station EB 39+90 and 41+40 were eliminated by revising the approach end of the retaining wall so that it would not be a hazardous obstacle.

Your comments concerning this suggested revision would be appreciated.

12-2-69
REFERRED TO
Barber
BY ASST. STATE HWY. ENGR.

NOTED
F. D. KLABOE

RECEIVED
NOV 28 1969
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
DEC 5 - 1969

11-25-69

U.S. DEPARTMENT TRANSPORTATION
FEDERAL HIGHWAY DMINISTRATION
BUREAU OF PUBLIC ROADS

I-80N-6(42)256

LETTER OF APPROVAL AND/OR AUTHORIZATION

*

PROJECT:	I-80N-6(42)256
SECTION:	LA GRANDE SECTION
WORK :	GRADING, PAVING, STRUCTURES & SIGNING
COUNTY :	UNION

TO: MR. FORREST COOPER
7337 STATE HIGHWAY ENGINEER
SALEM, OREGON

Klaboe

FROM: MR. R. E. SIMPSON
DIVISION ENGINEER
SALEM, OREGON

DATE PS&E APPROVED	DATE AUTHORIZED
NOVEMBER 25, 1969	NOVEMBER 25, 1969

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW:

☒ CONSTRUCTION - ADVERTISE FOR BIDS.

○ UTILITY ADJUSTMENT.

○ RIGHT OF WAY.

○ RIGHT OF WAY INCIDENTALS AND RELOCATION PAYMENTS.

☒ OTHER (SPECIFY). AFTER AWARD CONCURRENCE YOU ARE AUTHORIZED TO PROCEED WITH CONTRACTOR'S FLAGGING IN THE AMOUNT OF $20,000.00 AS SHOWN IN YOUR ESTIMATE.

REMARKS AND LIMITS OF AUTHORITY:

MR. YOUNG'S NOVEMBER 24, 1969 REQUEST AND CERTIFYING STATEMENTS ARE ACCEPTED.

PS&E DOCUMENTS FOR THE SUBJECT PROJECT HAVE BEEN REVIEWED AND ARE HEREBY APPROVED.

OUR AUTHORIZATION IS CONDITIONED ON THE FOLLOWING:

1. YOUR OBTAINING RIGHT TO ENTER AND USE RIGHT OF WAY PARCELS 43741, 43742, 43743 AND 43744 PRIOR TO OUR CONCURRENCT IN AWARD.
1. YOUR CERTIFICATION AS TO A RAILROAD AGREEMENT WITH THE UNION PACIFIC RAILROAD SATISFACTORY TO ALL PARTIES INVOLVED, PRIOR TO OUR CONCURRENCE IN AWARD.

A SIGNED COPY OF THE TITLE SHEET IS RETURNED HEREWITH.

12-5-69

OFFICE USE
Young
w/enc.

RECEIVED
DEC 4 1969
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
F. B. KLABOE

DATE	SIGNATURE OF APPROVING OFFICIAL	TITLE
11-25-69	For R. E. SIMPSON	DIVISION ENGINEER

RECEIVED
NOV 25 1969

~~FOR FILING~~

I-80N-6(42)256
· 7337

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 21, 1969

SUBJECT: Utility Status Report for December 18, 1969 Letting

To: Mr. L. H. Young
Program & Planning Engineer
BUILDING

The status of negotiations with utilities on the La Grande Section (FAI Project) scheduled for letting on December 18, 1969 is as follows:

Union Pacific Railroad Company - The Railroad has facilities involved at the Wallowa Lake Interchange (The Joseph Branch) and at the Union Junction Interchange (The Main Line). Adjustment of their facilities is estimated to cost $80,000. In addition we estimate protective work to cost $30,000. An agreement has been received from the Railroad and is now being reviewed by the State. It must be executed by Union County before being presented to our Commission at their December 23, 1969 meeting. No delay is anticipated.

The status of the following utilities was contained in our report for the October 23, 1969 letting. This report is updated as follows:

California Pacific Utilities Company - Both power and gas facilities conflicted with the proposed project.

The relocation of power transmission facilities is scheduled to start at any time. The work required will take about two weeks.

The relocation of gas transmission and distribution facilities has been essentially completed.

Pacific Northwest Bell Telephone Company (PNB) - The relocation of PNB's facilities has been essentially completed. A few poles remain to be pulled.

General Telephone Company of the Northwest, Inc. (GTC) - It is anticipated that the relocation of GTC's facilities will be completed by December 15, 1969.

I certify to the best of my knowledge the above statements are correct in regard to utility negotiations for this project, scheduled for contract on December 18, 1969.

NOTED
F. B. KLABOE

F. D. Morgan
Construction Engineer

By: Cartwright
T. W. Litchfield
Utilities Liaison Engineer

RECEIVED
NOV 24 1969
OFFICE OF
STATE HIGHWAY ENGINEER

JMC:ss

cc: F. B. Klaboe
D. J. Barbee
V. E. Skoog
D. H. Moehring
C. G. Swenson
L. H. Young (2)

RECEIVED
AUG 18 1967
FOR FILING

Civil
R/W
Old Ore Tr
La Grande Sec

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 17, 1967

SUBJECT: Pux 640 - Old Oregon Trail O-Xings (2)
OWRR&N. Co.; UPRR Co.
Union County

To: Mr. R. L. Porter
Deputy State Highway Engineer

Building

NOTED
R. L. PORTER

Herewith I hand you a copy of Order No. 43964, issued by the Public Utility Commissioner under date of August 15, 1967, relative to the above-titled matter.

Distribution of conformed copies has been made as indicated below.

Jack L. Sollis
JACK L. SOLLIS
Utilities & Railroad Attorney

JLS:ja
Attachment

cc: F. B. Klaboe (1)
Ivan Merchant (1)
F. D. Morgan (2)
E. S. Hunter (2)
A. F. Parson (2)
R. N. Chase (3)
F. B. Crandall (1)
T. W. Litchfield (1)
J. B. Bangert (1)
Permit Division (1)
Harold Reynoldson (1)

RECEIVED
AUG 17 1967
OFFICE OF
STATE HIGHWAY ENGINEER

Order #43964

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

SXF-397

In the matter of the application of the STATE OF OREGON (Oregon State Highway Commission) to construct two highway crossings above grade across the tracks of Union Pacific Railroad Company.)	ORDER

On May 2, 1967, the State of Oregon (State Highway Commission) filed an application with the Commissioner amended by submission of revised drawings on May 23, 1967, for authority to construct two highway-railroad overcrossings under the provisions of ORS 366.200, ORS 763.040, and ORS 763.050.

Attached to the amended application are Oregon State Highway Department drawings Nos. 22957 and 22054. Said drawings set forth the physical details and dimensions concerning the proposed structures and their immediate vicinity.

Applicant alleges that the persons or parties affected by the proposed overcrossings are the Union Pacific Railroad Company and Union County. Copies of the amended application and attached drawings were served upon the above named parties who subsequently advised the Commissioner that they have no objections to the granting of the amended application.

Due consideration has been given to all representations set forth in the amended application and responses thereto. No issues within the purview of ORS 763.080 which would require a public hearing are raised by any railroad company or public body and the delay and expense which would be incurred by the holding of public hearing on this matter appear unjustified. A public hearing will, therefore, not be required.

Based upon the amended application, the record herein and field investigation by the Commissioner's staff it is found that:

The applicant herein is a "Public Authority," Union Pacific Railroad Company is a "Railroad" and the intersecting road is a "Highway" as defined in ORS 763.010.

In connection with the relocation of a portion of the Old Oregon Trail Highway, the applicant proposes to construct two overcrossing structures over the right-of-way and tracks of the Union Pacific Railroad Company. The proposed overcrossing structures will be located near La Grande, Oregon, in Union County in Section 4, Township 3 South, Range 38 East, Willamette Meridian.

Upon completion the average daily traffic on the relocated Old Oregon Trail Highway will be approximately 2200 vehicles. At the site of the proposed overcrossing there will be three train movements daily, six days per week.

Applicant proposes that all construction and maintenance of the project be handled and the costs thereof be borne as follows:

THINGS TO BE DONE BY APPLICANT:

(a) Prepare plans and specifications, award contracts for and supervise the construction of the proposed overcrossing structures.

(b) Finance the construction of said project, including reimbursement to the railroad for its costs incurred in connection therewith.

(c) Maintain the structures and all highway appurtenances thereto upon completion of the project.

THINGS TO BE DONE BY RAILROAD:

(a) Subject to reimbursement by Applicant as set forth in paragraph (b) under THINGS TO BE DONE BY APPLICANT, furnish such engineering, inspection, watchmen and flagmen services as may be necessary to protect railroad operations during the period of construction of the project.

If necessary, remove and protect the signal and communication lines during the same period and replace in final location upon completion of construction.

(b) At its own expense, maintain the railroad tracks with their appurtenances and facilities.

The proposed overcrossings are for the accommodation of the public. No objections by any party hereto are made to the location of said railroad crossings, to the proposed manner of its construction, or to applicant's proposals for the allocation of work to be done and the apportioning of costs to be borne in connection with construction and maintenance of the crossings. Such proposals are just and reasonable and are hereby approved.

The proposed overhead crossing structures will be of modern design and construction capable of accommodating present anticipated vehicular traffic. It will eliminate those hazards inherent in highway-railroad crossings at grade and therefore promote public safety and convenience, all in the public interest.

From the foregoing it is concluded that the amended application should be granted. It is therefore

ORDERED that the amended application of the State of Oregon (State Highway Commission) be and the same hereby is granted under the following terms and conditions:

1. The construction shall be done in a good and workmanlike manner and in accordance with accepted engineering practices. The construction shall be performed in conformance with the details as shown on the drawings submitted with the amended application and above identified;

2. All construction and maintenance work and costs occasioned by the project shall be done, apportioned and borne in accordance with the findings of the Commissioner as hereinabove made and approved; and it is further

ORDERED that the designations 2G-0.87-A and 2G-0.89-A be assigned to the overcrossing structures as a means of their identification in the Commissioner's Catalog of Railroad Crossings in Oregon.

Made, entered and effective this 15th day of August, 1967.

Sam R. Haley
Public Utility Commissioner

(SEAL)

RECEIVED
JUN 15 1967
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
[illegible]
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 14, 1967

Mr. Sam R. Haley
Public Utility Commissioner
200 Public Service Building
Salem, Oregon 97310

Re: SXF-397 PUX 640
Application State of Oregon
Old Oregon Trail O-Xings (2)
OWRR & N. Co.; UPRR Co.
Union County

Dear Sir:

With reference to the letter of Union Pacific Railroad Company dated June 8, 1967, please be advised that the understandings requested in paragraphs 2 and 3 of said letter are acceptable to the State of Oregon and may be included in any Order issued by the Public Utility Commissioner.

Very truly yours,

G. E. ROHDE
Chief Counsel

By
JACK L. SOLLIS
Utilities & Railroad Attorney

JLS:ja

NOTED
F. B. KLABOE

cc: R. L. Porter
F. D. Morgan
A. F. Parson
T. W. Litchfield
F. B. Klaboe
Ivan Merchant

Union Pacific Railroad Company
727 Pittock Block
Portland, Oregon 97205
Attn: John A. Reuling, Jr.
General Attorney

NOTED
F. B. KLABOE

RECEIVED
JUN 15 1967
OFFICE OF
STATE HIGHWAY ENGINEER

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
LAW DEPARTMENT

RANDALL B. KESTER
GENERAL SOLICITOR

SAMUEL B. STEWART
JOHN A. REULING, JR.
JOHN F. WEISSER, JR.
GENERAL ATTORNEYS

L. JAMES BERGMANN
ALLARD J. HEITKEMPER
ATTORNEYS

727 PITTOCK BLOCK
PORTLAND, OREGON 97205

227-7771

June 8, 1967

RECEIVED
JUN 9 1967
[illegible]

7331

Mr. Sam R. Haley
Public Utility Commissioner of Oregon
Public Service Building
Salem, Oregon 97310

NOTED
[illegible]

Dear Mr. Haley:

Re: SXF-397; Application of State of Oregon for authority to construct Old Oregon Trail Overcrossings Project in Union County, Oregon.

Please refer to our letter of May 26, 1967, in connection with the above matter, in which we requested an extension of time in which to file an answer on behalf of the respondent railroads. While we did not receive a reply to our request, we nevertheless find that it will not be necessary to file an answer.

By copy of this letter we request the applicant to affirm our understanding that the reference in paragraph VIII "Things to be done by Applicant" (b) to the Bureau of Public Roads PPM 30-3 is not meant to be exclusive, and that the Railroads may bill the State for equipment rental at rates which have previously been agreed upon.

We also request the applicant to affirm that "preliminary engineering," as used in paragraph VIII "Things to be done by Railroad" (a), is meant to include engineering work necessarily performed by the Railroad during the course of construction.

Subject to such affirmation by applicant, the Respondents Oregon-Washington Railroad & Navigation and Union Pacific have no objection to the application on file in this matter, and request that an order be entered herein in accordance with the application, without public hearing.

Four additional copies of this letter are enclosed in accordance with your request.

Yours very truly,

RANDALL B. KESTER
Original Signed by
By John A. Reuling, Jr.

JAR:gd
Enc.

cc: Mr. Jack L. Sollis

RECEIVED
JUN 9 1967
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

A

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 8, 1967

NOTED
R. L. PORTER

Mr. Sam R. Haley
Public Utility Commissioner
200 Public Service Building
Salem, Oregon 97310

Re: Pux 640 - Old Oregon Trail O-Xing
OWRR & N. Co.; UPRR Co.
Union County
Your No. SXF-397

Dear Sir:

Herewith I hand you original and 4 copies of Motion to Substitute Drawing No. 22054 Revised 5-23-67 of the State Highway Commission in the above-titled matter.

Two of the copies are for service upon Union Pacific Railroad Company, one copy for service upon Union County and 2 copies are for use by your office.

Very truly yours,

G. E. ROHDE
Chief Counsel

By
JACK L. SOLLIS
Utilities & Railroad Attorney

JLS:ja
Encls.

cc: R. L. Porter
F. D. Morgan
A. F. Parson
T. W. Litchfield
Ivan Merchant
F. B. Klaboe

RECEIVED
JUN 8 1967
OFFICE OF
STATE HIGHWAY ENGINEER

JLS:ja
6-6-67

PUX 640

BEFORE THE PUBLIC UTILITY COMMISSIONER OF OREGON

In the matter of the Application of the STATE OF OREGON, by and through its State Highway Commission, for authority to construct two (2) Overcrossing structures over the tracks and right of way of the Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, Lessee, known as the OLD OREGON TRAIL OVERCROSSINGS project, in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 4, Township 3 South, Range 38 East, Willamette Meridian, Union County, Oregon.	MOTION TO SUBSTITUTE DRAWING NO. 22054 REVISED 5-23-67

Comes now the Applicant, State of Oregon, by and through its State Highway Commission, and moves to substitute Drawing No. 22054, Revised 5-23-67, in place of Drawing No. 22054 which is now attached to its Application. Said Revised Drawing No. 22054 is attached hereto and by this reference made a part hereof.

Dated at Salem, Oregon, this 6th day of June, 1967.

STATE OF OREGON, by and through
its State Highway Commission
G. E. ROHDE
Assistant Attorney General and Chief
Counsel for the State Highway Commission

By____________________________
JACK L. SOLLIS
Utilities & Railroad Attorney

STATE OF OREGON)
) ss
County of Marion)

I, IVAN D. MERCHANT, being first duly sworn, say that I am Bridge Engineer for the Oregon State Highway Commission and that the foregoing Motion to Substitute Drawing No. 22054 Revised 5-23-67 is true as I verily believe.

IVAN D. MERCHANT

Subscribed and sworn to before me this 6th day of June, 1967

JACK L. SOLLIS
Notary Public for Oregon
My commission expires December 19, 1968

I certify that the above is a true and correct copy of the foregoing Motion to Substitute Drawing No. 22054 Revised 5-23-67 and the whole thereof.

____
JACK L. SOLLIS
Utilities & Railroad Attorney

FORM 8-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
MAY 1967

May 1, 1967

Mr. Jonel C. Hill
Public Utility Commissioner
200 Public Service Building
Salem, Oregon 97310

Re: Pux 640 - Old Oregon Trail O-Xing
OWRR & N. Co.; UPRR Co.
Union County

Dear Sir:

Herewith I hand you original and 4 copies of application of the State Highway Commission in the above-entitled matter.

Two of the copies are for service upon Union Pacific Railroad Company, one copy for service upon Union County and 2 copies are for use by your office.

Very truly yours,

G. E. ROHDE
Chief Counsel

By
JACK L. SOLLIS
Utilities & Railroad Attorney

JLS:ja
Encls.

cc: R. L. Porter
F. D. Morgan
A. F. Parson
T. W. Litchfield
Ivan Merchant
F. B. Klaboe

NOTED
R L PORTER

RECEIVED
MAY 2 1967
OFFICE OF
STATE HIGHWAY ENGINEER

JLS:ja
4-28-67

PUX 640

BEFORE THE PUBLIC UTILITY COMMISSIONER OF OREGON

In the matter of the application of the STATE OF OREGON, by and through its State Highway Commission, for authority to construct two (2) Overcrossing structures over the tracks and right of way of the Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, Lessee, known as the OLD OREGON TRAIL OVERCROSSINGS project, in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 4, Township 3 South, Range 38 East, Willamette Meridian, Union County, Oregon.	APPLICATION No.________________

Comes now the State Highway Commission and files its application in the above-entitled matter.

The Applicant herein respectfully represents:

I

That the name and address of your Applicant are State of Oregon, by and through its State Highway Commission, State Highway Building, Salem, Oregon 97310.

II

That this Application is made under authority of ORS 366.205, ORS 763.040 and ORS 763.050.

III

That for the proper service, safety and convenience of the travelling public, Applicant proposes to relocate a portion of the Old Oregon Trail Highway. Said relocation necessitates the construction of two overcrossing structures over the right of way and tracks of the Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, Lessee, and allowance is made for a future track on the northerly side of the existing track, and allowance is also made for an off-track

JLS:ja
4-28-67

maintenance road on the southerly side of the existing track, as shown on Oregon State Highway Department Drawing No. 22957, titled Wallowa Lake Hwy. Interchange, Old Oregon Trail Hwy., LaGrande Section, Union County, Bridges Nos. 9632 and 9632A, dated 4-12-67, and also Drawing No. 22054, titled Vicinity Map, Highway Overcrossing of Railroad & Wallowa Lake Highway, Orodell - Union Jct. Section, Old Oregon Trail Highway, Union County, Bridges Nos. 9632 and 9632A, dated 1965, which show the profile and contain a vicinity map of the area, which Drawings are attached hereto and by this reference made a part hereof.

IV

Because of the large volume of traffic over said highway and railroad, Overcrossing structures are the only practical means for crossing the railroad tracks.

V

That upon completion, the estimated average daily traffic on the relocated Old Oregon Trail Highway will be approximately 2200 with an anticipated increase to 4400 vehicles per day in 20 years; that at the site of the proposed Overcrossings there are 3 trains per day, 6 days a week.

VI

That the proposed Eastbound structure will have a 40-foot roadway widened at the southerly end to provide for an exit ramp. It will be 306-feet long and will consist of 126-foot and 150-foot structural steel plate girder spans with a 30-foot filled abutment on the southerly end. The proposed westbound structure will have a 48-foot roadway and will be 307-feet long, consisting of 127-foot and 150-foot structural steel plate girder spans with a 30-foot filled abutment at the southerly end. The

JLS:ja
4-28-67

proposed structures will be located on a 2200-foot vertical curve with an ascending grade of 1.9482% to the south and an ascending grade of 2.9533% to the north. The centerline of the roadway of the eastbound structure intersects the centerline of the existing track of the railroad at Highway Station EB 174+88.90 POT equals Railroad Station 45+77.90 POT with an intersecting angle of 94°21'30" in the southeast and southwest quadrants. The centerline of the westbound structure intersects the centerline of the existing track at Highway Station WB 174+98.81 POT equals Railroad Station 47+08.28 POT with an intersecting angle of 85°38'30" located in the northeast and southeast quadrants.

VII

The following parties are affected by the proposed crossings: Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Lessee, and Union County.

VIII

That the Applicant proposes that the construction and maintenance of the project be handled and the costs thereof be borne as follows:

THINGS TO BE DONE BY APPLICANT:

(a) Prepare plans and specifications and award a contract or contracts for the construction of the proposed grade separation structures, including highway approaches, and supervise the construction thereof.

(b) Utilizing State and Federal funds, finance the construction of said project, including reimbursement to the

JLS:ja
4-28-67

railroad for its costs incurred in connection therewith, with accounting practices to be followed and reimbursement made as provided in Bureau of Public Roads' Policy and Procedure Memorandum No. 30-3, issued October 15, 1966, and amendments and supplements thereto.

(c) Upon completion of the project, Applicant will maintain the structure and all highway appurtenances thereto.

THINGS TO BE DONE BY RAILROAD:

(a) Subject to reimbursement by Applicant under Federal Regulations, as set forth in paragraph (b) under THINGS TO BE DONE BY APPLICANT, furnish such preliminary engineering, inspection, watchmen and flagmen services as may be necessary to protect railroad operations during the period of construction of the project.

(b) If necessary, remove and protect the signal and communications lines during the same period and replace in final location upon completion of construction.

(c) At its own expense, maintain the railroad tracks with their appurtenances and facilities.

IX

That at all times during construction and after completion of the proposed structures, vertical and horizontal clearances will exceed the minimum standards set forth in the Public Utility Commissioner's Rules.

JLS:ja
4-28-67

X

That the proposed project is located in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 4, Township 3 South, Range 38 East, Willamette Meridian, Union County, Oregon.

WHEREFORE, Applicant prays for an order authorizing said construction and allocation of costs thereof, in accordance herewith and for such other order or orders as may be proper in the premises.

Dated at Salem, Oregon, this 28th day of April, 1967.

STATE OF OREGON, by and through
its State Highway Commission
G. E. ROHDE
Assistant Attorney General and Chief
Counsel for the State Highway Commission

By______________________
JACK L. SOLLIS
Utilities & Railroad Attorney

STATE OF OREGON)
) ss
County of Marion)

I, IVAN D. MERCHANT, being first duly sworn, say that I am Bridge Engineer for the Oregon State Highway Commission and that the foregoing Application is true as I verily believe.

IVAN D. MERCHANT

Subscribed and sworn to before me this 28th day of April, 1967.

JACK L. SOLLIS
Notary Public for Oregon
My commission expires December 19, 1968

I certify that the above is a true and correct copy of the foregoing Application and the whole thereof.

____
JACK L. SOLLIS
Utilities & Railroad Attorney

RECEIVED
OCT 9 1969

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

I-80N-6(42)256
7337

October 3, 1969

3079

Mr. A. V. Meyers
Chief, Lands Section
Oregon Game Division
1634 SW Alder Street
Portland, Oregon

Re: Interstate 80-N
LaGrande
LaGrande-Ladd Canyon
Ladd Canyon
Ladd Canyon-North Powder
North Powder-Baker

Dear Mr. Meyers:

Enclosed are prints of subject sections we discussed by telephone showing highway borrow needs that could be taken from pits on property furnished by the Oregon Game Division in line with Bureau of Public Roads approved multi-use concept.

To be eligible the borrow areas must be in a location that would not add greatly to the cost of embankment in place. No definite limit of extra cost has been defined and it is difficult to determine what cost factors are involved until sites suitable for game management have been selected.

It is suggested that you contact Mr. Scott Coulter, Division Engineer in LaGrande, after you have made preliminary evaluation of the projects. We have asked him to give you any assistance you may need in selecting suitable sites. Any assistance you may need from this office is also offered.

Yours very truly,

D. J. BARBEE
Design Engineer

By ORIGINAL SIGNED BY
FRANK L. HALL

FRANK L. HALL
Assistant Design Engineer

NOTED
F.B. KLABOE

RECEIVED
OCT 8 1969
OFFICE OF
STATE HIGHWAY ENGINEER

FLH/bdr
cc: F. B. Klaboe
Scott Coulter
Enc.

RECEIVED
OCT 2 - 1969
FOR FILING

I-80N-6(42)256
7337

October 2, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Sir:

Re: La Grande Section, Old Oregon Trail

The plans for this section, recently submitted for your approval, have three typical sections shown with paved surfaces connecting to county roads that are graveled surfaces.

The road names shown on the plans for these sections are:

Fox Hill (Black Hawk Trail)
Holm Street
Bond Lane

The Union County Court has indicated by letter (copy attached) its intention to pave these roads within the next two years.

On the basis of this justification, we request your approval of paving these county road connections as shown on the plans.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
D. J. Barbee
H. S. Coulter
H. S. Cox

Attachment

FLH:bdr srb

NOTED
C. O. FREDRICKSON

County Court of Union County
La Grande, Oregon

FROM THE OFFICE OF
EARLE C. MISENER, COUNTY JUDGE

BERNAL D. HUG, COMMISSIONER
R. W. SCHAAD, COMMISSIONER

September 16, 1969

NOTED ASE

SEP 17 1969
REC'D DIV. OFFICE
LA GRANDE

Department of Transportation
Oregon State Highway Division
2111 E Adams Avenue
La Grande, Oregon 97850

Attention: Mr. C.O. Frederickson ASE

Dear Sir:

Union County has plans to pave various roads and streets in the vicinity of La Grande within the next two years. Three such roads scheduled for surfacing are the Blackhawk Trail Road, Holm Street, and Bond Lane.

The priorities are not in the above order but under present planning and if funds are available it is hoped that said projects will be completed within the next two years.

Hoping that the above information will suffice for your planning purposes.

Sincerely,

Earle C. Misener
County Judge

ECM/jl

RECEIVED
OCT 6 1969
FOR FILING

I-80N-6(42)256
7337

1859

FISH COMMISSION

OFFICE OF THE DIRECTOR

307 STATE OFFICE BLDG. • 1400 S.W. 5th AVE. • PORTLAND, OREGON • 97201

TOM McCALL
GOVERNOR

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Vice Chairman
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Member
ROBERT W. SCHONING
State Fisheries Director

October 2, 1969

Mr. Forrest Cooper, State Highway Engineer
Oregon State Highway Department
Highway Building
Salem, Oregon 97310

Attention Mr. D. J. Barbee

Dear Mr. Cooper:

The La Grande Section of the Old Oregon Trail Highway, Union County Highway Project, transmitted to us by your letter dated September 15, 1969 has been examined. The fishery requirements stipulated in earlier correspondence and telephone conversations have been met. Thus the project is approved.

NOTED
F. B. KLABOE

The opportunity to review and comment on this project is appreciated.

Sincerely,

Burt Carnegie
BURT CARNEGIE
HYDRAULICS ENGINEER

cc: Oregon State Game Commission

cc's sent 10-3-69

F.B. Klaboe
L.H. Young
F.E. Terpin
T.C Roake
C.G. Swenson
W.H. Tebeau
H.S. Coulter (2)

RECEIVED
OCT 6 1969
OFFICE OF
STATE HIGHWAY ENGINEER

TRANSACTION NUMBERS 9-57 THRU 9-60

9-26-69

FORM PR-48
(REV. 7-67)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

TRANSMITTAL AND REQUEST FOR INITIAL PROGRAM APPROVAL OF PROJECTS

(PPM 21-1)

STATE HIGHWAY DEPARTMENT: OREGON
DATE: 9-26-69
BY (Signature): MR. YOUNG'S SEPTEMBER 16, 1969 LETTER
TITLE:

CLASS OF FEDERAL FUNDS
☒ FAI ☐ FAP ☐ FAU ☐ FAS ☐ OTHERS ____

STAGE 1*
ITEM NOS. ______ THRU ______

STAGE 2
ITEM NOS. 591 THRU 594

ITEM NO.	PROJECT NOS.	LENGTH (Miles)	TOTAL ESTIMATED COST	FEDERAL FUNDS	LOCATION	WORK
591	I-5-3(86)121	16.54	125,000	115,000	PACIFIC HIGHWAY (SUTHERLIN-SHADY POINT)	INSTALLATION AND ADJUSTMENT OF GUARDRAIL
592	I-5-2(64)73	48.72	375,000	345,000	PACIFIC HIGHWAY (SHADY POINT-GRAVE CREEK)	INSTALLATION AND ADJUSTMENT OF GUARDRAIL
593	I-5-2(65)100	0.0	46,500	42,500	PACIFIC HIGHWAY (CANYONVILLE INTERCHANGE)	ILLUMINATION
594	I-80N-6(42)256	6.37	14,000,000	12,880,000	OLD OREGON TRAIL HIGHWAY (LAGRANDE SECTION)	GRADE, DRAIN, HIGH TYPE PAVEMENT AND 6 STRUCTURES

OTHER IDENTIFICATION AND/OR REMARKS (State)

REMARKS (Division)

RECEIVED
OCT 3 - 1969
FOR FILING

I-80N-2(43)256
7337

Young

RECEIVED
SEP 29 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECOMMENDED
DATE:
SIGNATURE AND TITLE:

APPROVED
DATE: 9-26-69
SIGNATURE AND TITLE: for R. E. SIMPSON, DIVISION ENGINEER

* Program approval and any authorization to proceed with a Stage 1 project shall not constitute any commitment of Federal funds nor shall it be construed as creating in any manner, any obligation on the part of the Federal Government to provide Federal funds for the undertaking.

GPO 927-954

SEP 2[illegible] 1969
FOR FILING

I-80N-6(42)236
7337

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 25, 1969

To: Mr. L. H. Young
Program & Planning Engineer
BUILDING

SUBJECT: Utility Status Report for
October 23, 1969 Letting

The status of negotiations with utilities on FAI, LSF and LSS projects for this letting are as follows:

1. FOUNTAIN SLIDE SECTION
Project No. I-80N-2 (48) 48 — Grade & Pave

Union Pacific Railroad Company - An offer of $7,650 was made to the Union Pacific Railroad Company (UPRR), by our letter of September 18, 1969, for Parcel No. 1, a 6.2 acre fee taking, and Parcel No. 2, a 2.4 acre temporary haul road easement. The letter also requested UPRR to complete the construction agreement, they are preparing, and submit it as soon as possible. The railroad was further informed that a permit of entry would be required by October 2, 1969 so that the project could be advertised.

There are no railroad facilities in conflict with the proposed project but the cost of necessary railroad protective personnel required is estimated to be $34,000.

Pacific Northwest Bell Telephone Company - Underground telephone cable is in the vicinity of the slide but is not in conflict with the proposed work. PNB will place additional markers over their cable to insure its protection during construction.

2. SUTHERLIN INTERCHANGE-GRAVE CREEK SECTION
Project No. I-5-2 (64) 73
I-5-3 (86) 121 — Grade & Guard Rail

No utilities in conflict.

3. CANYONVILLE INTERCHANGE
Project No. I-5-2 (65) 100 — Illumination

No utilities in conflict

4. LA GRANDE SECTION
Project No. I-80N-6 (32) 256 — Grade & Pave, Structures & Signs

California-Pacific Utilities Company - Cal-Pac has both power and gas facilities in conflict with the proposed project.

An estimate and sketch for the relocation of Cal-Pac's power distribution facilities was submitted to the BPR by our letter of January 2, 1969 and approved by the BPR's memorandum of January 24, 1969. Estimated cost to the State is $10,199.56. The work has been essentially completed.

An estimate and sketch for the relocation of Cal-Pac's power transmission facilities was submitted to the BPR by our letter of March 18, 1969 and approved by the BPR's memorandum of March 27, 1969. Estimated cost to the State is $27,592.77. The work is tentatively scheduled to begin October 1, 1969.

An estimate and sketch for the relocation of Cal-Pac's gas transmission and distribution line was submitted to the BPR by our letter of September 12, 1969 and approved by the BPR's memorandum of September 22, 1969. Estimated cost to the State is $7,434.44. The work was begun this date, September 25, 1969.

Permits have been issued for the relocated power facilities and are being processed for the relocated gas line facilities.

Pacific Northwest Bell Telephone Company (PNB) - An estimate and sketch for the adjustment of PNB's facilities was submitted to the BPR by our letter of October 30, 1968 and approved by the BPR's memorandum of November 11, 1968. Estimated cost to the State is $14,365. A permit for the relocated facilities has been issued. Work should be completed by November 15, 1969. Conflict has been removed.

General Telephone Company of the Northwest (GTC) - An estimate and sketch for the relocation of GTC's facilities was submitted to the BPR by our letter of September 27, 1968 and approved by the BPR's memorandum of October 25, 1969. Permits for GTC's relocated facilities have been issued. Estimated cost to the State is $3,721.47. Relocation is nearly done with completion anticipated by December 1, 1969.

City of La Grande - The City has both water and sanitary sewer facilities in conflict with the project. The sanitary sewer will be relocated as an item under the State's construction contract.

An estimate and sketch for the relocation of the City's water line facilities was submitted to the BPR by our letter of October 9, 1968 and approved by the BPR's memorandum of November 13, 1968. This work has been completed on a lump sum estimate of $5,000.00.

Permits for both water and sewer facilities have been issued.

Eastern Oregon Television, Inc. (E. Ore. TV) - There were TV cable conflicts throughout the project. The relocation of these facilities has been completed. Two copies of our Staff Attorney's letter to E. Ore. TV are enclosed. There will be no charge to the State for the relocation.

Grande Ronde Valley Irrigation District - We have a fully executed agreement covering the adjustment of their facilities in conflict with this project. All work will be performed as a part of the contract.

Oro-Dell Irrigation Ditch Company - Same as for Grande Ronde.

Irrigation Canal Company - A few small ditches are in conflict with the project. The Company has indicated that they probably belong to the land owner instead of the Company, since they have no records indicating the Ditch Company owns them. Any minor adjustments necessary will be handled as part of the right of way negotiation. It appears no agreement with the Company will be necessary, and no delays are anticipated.

Union Pacific Railroad Company - A supplementary Status Report concerning railroad conflicts will be forwarded on September 29, 1969.

5. CEDAR HILLS BLVD. INTERCHANGE
Project No. LSF-27 (2) Roadside Improvement

No utilities in conflict.

6. BIDDLE ROAD INTERCHANGE
Project No. LSS15-001 (1) Roadside Improvement

No utilities in conflict.

I certify to the best of my knowledge the above statements are correct in regard to utility negotiations for the projects, as listed above, scheduled for contract on October 23, 1969.

F.D. Morgan
Construction Engineer

By: Phil Preston

T. W. Litchfield
(for) Utilities Liaison Engineer

JMC:ss

cc: F. B. Klaboe
D. J. Barbee
V. E. Skoog
D. H. Moehring
C. G. Swenson
L. H. Young (7)

RECEIVED
SEP 2[illegible] 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT [illegible] 1969
FOR FILING

1859

GAME COMMISSION

OFFICE OF THE DIRECTOR

I-80N-6(42)256

P. O. BOX 3503 • 1634 S.W. ALDER ST. • PORTLAND, OREGON • 97208 • Ph. 222-9611

7337

TOM McCALL
GOVERNOR

COMMISSIONERS
GEORGE L. HIBBARD, Chairman
J. PAT METKE, Vice Chairman
JOHN P. AMACHER, Member
JOSEPH W. SMITH, Member
JAMES W. WHITTAKER, Member

JOHN W. McKEAN
State Game Director

September 23, 1969

cc"s sent 9-29-69

F.B. Klaboe /
L.H. Young
F.E. Terpin
T.C. Roake
C.G. Swenson
W.H. Tebeau
H.S. Coulter (2)

State Highway Engineer
State Highway Department
Salem, Oregon 97310

Attention: D. J. Barbee

Dear Sir:

This is in reply to your letter of September 15, 1969. We have reviewed the plan sheets for "LaGrande Section," Old Oregon Trail Highway, Union County.

We are pleased to see that fishery habitat protection has been included in the plans as previously discussed. The gradient alterations and boulder placements should be of benefit to transient and spawning fish. The plans as reviewed are approved.

We appreciate the opportunity to offer recommendations on this project.

Very truly yours,

R. O. Koski

R. O. Koski
Fishery Staff Specialist

RECEIVED
SEP 29 1969
OFFICE OF
STATE HIGHWAY ENGINEER

ROK:js

cc: Dir. OFC

RECEIVED
SEP 25 1969
OFFICE OF
STATE HIGHWAY ENGINEER

orig to
Barbee
9-25-69

9-22-69

RECEIVED
SEP 29 1969

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

LETTER OF APPROVAL AND/OR AUTHORIZATION

PROJECT: 1-80N-6(22)256

SECTION: LaGrande Section

WORK: Gas Line Adjustment

COUNTY: Union

TO: Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

I-80N-1(42)256

FROM: 7337 R. E. Simpson
Division Engineer
Salem, Oregon

DATE PS&E APPROVED	DATE AUTHORIZED
--------	September 12, 1969

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW:

○ CONSTRUCTION – ADVERTISE FOR BIDS.
○ RIGHT OF WAY.
○ OTHER (SPECIFY).
☒ UTILITY ADJUSTMENT.
○ RIGHT OF WAY INCIDENTALS AND RELOCATION PAYMENTS.

REMARKS AND LIMITS OF AUTHORITY:

We approve the agreement with the California-Pacific Utilities Company consisting of your August 5, 1969 Utilities and Railroad Attorney's letter, the September 2, 1969 Cal-Pac Utilities letter and the plans and estimate furnished by Mr. Litchfield's September 12, 1969 letter.

Since the Utility is not adequately staffed or equipped to perform a portion of the work with its own forces, the contract method of performing such work, as indicated in the estimate, is satisfactory providing the appropriate civil rights clauses are included.

Reimbursement on an actual cost basis estimated to be $7,434.44 is approved.

Receipt of Mr. H. M. Fillmore's May 22, 1969 affidavit of the Company's property rights is acknowledged. The permit covering this adjustment was previously approved by this office.

Our program memorandum dated December 5, 1966 authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective on that date. You are now authorized to proceed with actual adjustments for the above mentioned utility effective September 12, 1969. Approval and participation for the eligible portion of the work is subject to the provisions of PPM 30-4 dated February 14, 1969 and PPM 30-4.1 dated November 29, 1968.

OFFICE USE

RECEIVED
SEP 23 1969
OFFICE OF
STATE HIGHWAY ENGINEER

orig to Litchfield
copies to Skoog
Sollis
Young 9-23-69

DATE	SIGNATURE OF APPROVING OFFICIAL	TITLE
9-22-69	for R. E. Simpson	Division Engineer

RECEIVED
SEP

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

I-80N-1(42)256
7337

DATE: September 18, 1969

In reply refer to: 08-35.6

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. I. D. Merchant

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-6(-)00
La Grande Section

Mr. Merchant's September 9 letter requested permission to specify a new type bearing, Tetron Bridge Bearing, for use on the Cove Avenue Undercrossing structure. I approve the use of this new bearing as a Category 2 experiment as specified in PPM 20-6.3. Inasmuch as the inclusion of this item will be experimental it will be necessary for you to evaluate and report on the installation and performance of this bearing assembly as outlined in the aforementioned PPM.

Copy - Merchant
9-23-69

NOTED
TOM EDWARDS

RECEIVED
SEP 22 1969
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W.O.

FORM PR-1
(REV. 4-61)

FEDERAL-AID P

(PPM 2

CARD 2	REPORT NUMBER 1 (18) (20)	PROJECT LOCATION (45 typewriter spaces) I-80N 0.6 Mi. N. W. La Grande S. E. 6.4 Mi. 21 65	**ADT**	PRESENT 2,650	FUTURE 4,700 (66) (70)	YEAR 89 (71)

CARD 3	CHARACTER OF PROPOSED WORK (35 typewriter spaces) Gr., Dr., High-Type Pave., 6 Brs. 28 62	NATL. FOREST (63) (65)	FM ROUTE NO. (66) (68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. AUTH (74)

CARD 4	CLASS OF FEDERAL FUNDS Interstate	COUNTY NAME Un	
	NAME OF URBAN AREA 17-31 La Grande	ROUTE NO. I	FEDERAL-AID I-80N

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	CLASS	WORK TYPE	WORK STEP	TERMINI (Full description)	MILES	ESTIMATED PROJECT CO TOTAL ESTIMATED COST	FEDERAL FUNDS
1	(14-15)	(16)	41	42	43 46	53		(54) (56)	(59) (66)	(67)
5					**PE**		I-80N 0.6 Mi. N. W. of La Grande S. E. 6.4 Mi. (La Grande Section)			
5					**ROW**					
5					**CONST** (CODE)			6.37	14,000,000	12,880,000

CARD 1	CODE 1	PREPARED BY	PROJECT TOTALS	6.37	14,000,000	12,880,000
1	14	PROGRAM APPROVAL DATES		(16)	(23) (24)	

Revised copy
See [illegible]
4.24.69

7337

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

6.4 Mi. (65)	**ADT**	PRESENT 2,650	FUTURE 4,700 (66) (70)	YEAR 89 (71) (72)	REGION 08	STATE NAME Oregon	STATE CODE 35 (2) (3)	APPN CODE 042 (4) (9)	ITEM NO. 594 (14) (18)

SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. AUTH YR (74) (75)	PROJECT NUMBER PREFIX LETTER(S) I- (14) (23)	NUMBER SEQ. NO. 80-6 (42) (7) (13)	I. Projects Only POST MI. DESIG. 256 N (24) (26) (27)

COUNTY NAME Union CODE 061 (14) (16)

ROUTE NO. I FEDERAL-AID I-80N (32) STATE 6 (36) (37) U.S. I-80N (41)

PROGRAM STAGE ☐ 1 OR ☒ 2

	MILES	ESTIMATED PROJECT COST BY PHASES TOTAL ESTIMATED COST	 FEDERAL FUNDS	 STATE FUNDS	 OTHER FUNDS	CHARACTER OF PROPOSED WORK (Full description)
	(56) (58)	(59) (66)	(67) (76)			
of ion)						Gr. Dr., 4-12' lanes H.T. pave with 10'R & 6'L shldrs., median 100' normal, 6 brs. (length 2,028'), frontage rd. 22', Illum. of 3 interchanges.
	6.37	14,000,000	12,880,000	1,120,000		ROW-280' min.; Access Control - Full; Parking Restrictions Complete.
	6.37	14,000,000	12,880,000	1,120,000		
		(16) (23)	(24) (33)			

REMARKS Additional Data: Items 282, 466 and 503; Projects I-80N-6(22)256, I-80N-6(29)256 and I-80N-6(32)256.

: Additional Data - continued

Additional Data: - continued

The project consists of grading and draining, four-12 foot lanes of continuously reinforced portland cement concrete pavement with 10'R and 6'L shoulders, median 100' normal. Construction of six structur as tabulated below under "Additional Information for PR 37". Illumination of West La Grande, Wallowa Lak Highway and Union Junction Interchanges.
Note: Adjustments of utility and railroad facilities are programmed under I-80-6(32)256. Required R. protective service and protection of R. R. signal and communication lines will be charged against the utility project.

Additional Information for PR 37:

Roadway

Type code 7224 Portland Cement Concrete Pavement

Structures

Mile Point	Description	Type Code
0.0 (W. end of project)		
1.10	Hwy. over waterway, Twin RCBG, Br. No's. 9630 & 9630A, Length 300' ea., 42' H.C.	X021
1.10	Hwy. under Hwy., RCBG, Br. No. 9630 B, Length 398', 40' H.C.	X721
1.74	Hwy. over Hwy., Twin Conc. Slab, Br. No's. 9631 & 9631A, Length 151' ea., 42' H.C.	X220
2.65	Hwy. over R. R. & Hwy., Twin Steel Girder, Length 304' ea., Br. No. 9632, 50' H.C. & Br. No. 9632A, 42' to 55' H.C.	X541
3.15	Hwy. under Hwy., Prestressed B.G., Br. No. 9633, Length 386', 44' H.C.	X781
5.72	Hwy. over R. R. & Hwy., Twin Steel Girder, Length 489' ea., Br. No. 9635, 50' H.C. & Br. No. 9635A, 42' to 76' H.C.	X541

Str. Total Est. Cost

Two structures will be constructed under separate contract at a later date, they are:

Off leg to La Grande - Baker Highway Bridge #8431A
McAlister Lane Structure Bridge #9634

tinued

f grading and draining, four-12 foot lanes of continuously reinforced portland nt with 10'R and 6'L shoulders, median 100' normal. Construction of six structures r "Additional Information for PR 37". Illumination of West La Grande, Wallowa Lake tion Interchanges.

tility and railroad facilities are programmed under I-80-6(32)256. Required R. R. protection of R. R. signal and communication lines will be charged against the

for PR 37:

d Cement Concrete Pavement

scription	Type Code	Est. Cost
)		
waterway, Twin RCBG, Br. No's. 9630 & 9630A, 300' ea., 42' H.C.	X021	$ 560,000
Hwy., RCBG, Br. No. 9630 B, Length 398', 40' H.C.	X721	495,000
y., Twin Conc. Slab, Br. No's. 9631 & 9631A, 1' ea., 42' H.C.	X220	300,000
R. R. & Hwy., Twin Steel Girder, Length 304' ea., 9632, 50' H.C. & Br. No. 9632A, 42' to 55' H.C.	X541	1,045,000
Hwy., Prestressed B.G., Br. No. 9633, Length 386',	X781	400,000
R. R. & Hwy., Twin Steel Girder, Length 489' ea., 9635, 50' H.C. & Br. No. 9635A, 42' to 76' H.C.	X541	1,650,000
Str. Total Est. Cost		$4,450,000

e constructed under separate contract at a later date, they are:

La Grande - Baker Highway Bridge #8431A
ane Structure Bridge #9634

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AUG 26 1969
FOR FILING

1859

OREGON STATE
HIGHWAY DEPARTMENT

I-80N-6(42)256
7337

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

August 18, 1969

Irrigation Canal Company
1904 East North
La Grande, Oregon 97850

ATTENTION: Iva Sine

Re: Grande Ronde River Channel Constriction
Between Stations 44 and 53
La Grande Section
Old Oregon Trail Highway
Union County
Project No. I-80N-6 (32) 256

Gentlemen:

Your verbal request to our Mr. Fillmore concerning the effect of our proposed highway on your irrigation facilities opposite Highway Stations 44 to 53 on this project was referred to our Hydraulics Engineer for study.

Upstream from Station 48 the dike consists of a low berm which appears to be replaced annually. Downstream from Station 48 the dike appears to be permanent. Therefore, we assume your inquiry referred to the portion of your dike between Stations 48 and 53. The river and the irrigation canal are diverging at this point, and the main force of the current will be veering away from the canal. The highest velocities in a stream occur in the center of the main channel and become progressively less as the sides of the channel are approached. It is also true that current has less effect on flatter side slopes. In this particular situation, the main current is veering away from the canal, the side slopes between the river and the canal are 3:1 and flatter, and the water depth becomes progressively shallower until at Station 49, the canal is outside the 1964 flood area.

The physical characteristics of the river channel changed considerably during the 1964 flood. Prior to the flood there was an island with brush on it in the middle of the river extending from approximately Station 44 to Station 50. This effectively split the river into two channels. The southerly sub-channel fed the irrigation canal. The 1964 flood removed this island, effectively widening out the channel. Downstream at the bridge which crosses the river at Station 54, the channel eroded the northerly bank enough to widen the channel 50 per cent. Both of these occurrences tend to better the flooding characteristics.

The combination of the three conditions mentioned above plus the changes in the river channel in the proximity of the irrigation canal lessen the incidence of scour, therefore, it is our opinion that there would be no adverse affect on the irrigation canal caused by the constriction of the channel from Stations 44 to 53.

Should you have further questions concerning this matter, please contact Mr. Fillmore in La Grande or this office.

Very truly yours,

F. D. Morgan
Construction Engineer

By: Phil Paxton

(For) T. W. Litchfield
Utilities Liaison Engineer

PGP:ss

cc: F. B. Klaboe
G. E. Rohde - Jack Sollis
D. J. Barbee
W. H. Tebeau
H. S. Coulter
H. M. Fillmore

RECEIVED
AUG 20 1969
OFFICE OF
STATE HIGHWAY ENGINEER

AUG 15 1969

I-80N-6(42)256
7337

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 15, 1969

SUBJECT:

To: Memo to the File

On August 5, I met with the La Grande City Council and City Planning Commission and with the Union County Court and Planning Commission. A list of those attending and an agenda with comments prepared by the City are enclosed. Scott Coulter accompanied me to this 7:30 to 11:00 p.m. gathering. The agenda lists two major items.

The first item discussed was the City's proposal, apparently backed up (but I think lukewarmly) by the County to eliminate the existing Orodell interchange and substitute therefor a new interchange at Second Street. The reason is listed in the City's discussion sheet enclosed. After listening to all their arguments, I advised them that the State would not eliminate the Orodell interchange for several reasons:

1. It is an existing interchange that has been long-used by many people and one which now serves a large area of La Grande that would be poorly served without it. Included in this area are motels, gas stations and other commercial enterprises.

2. It would require the tearing down of a fairly new concrete structure over the railroad tracks as well as an old pony truss-type structure, and I believe the State Highway Commission would be severely criticized for taking such arbitrary action even though we had the support of the City. I pointed out to those present that the State Highway Division has an obligation to serve all the citizens of the state.

3. Even though the cost of replacing the pony truss-type structure (about $400,000) approximates the cost of adding the legs to the existing Second Street structure to make it a full interchange, I did not feel that the addition of the Second Street interchange would be greatly advanced by the elimination of the Orodell one.

At the conclusion of our lengthy discussion on this matter, the City requested and I agreed to submit with our recommendation for approval a bona fide request for a new interchange at Second Street to the Bureau of Public Roads.

I did point out to those present that they must establish sufficient warrants to justify such an addition before they would receive Federal approval. I also advised they would most certainly have to commit the reconstruction of the railroad overpass on Second Street before the Bureau would even consider such a proposal. This is because the overpass is now limited to a 10-ton maximum load and it is the only logical method by which people can get into town after leaving the proposed Second Street interchange.

The second item was the adequacy of the Highway 82 interchange. Our plans call for a folded diamond due to the location of the roadway of Highway 82 and the railroad. Highway 82 will be rebuilt between the ends of the interchange to full four lanes with a 16-foot, left-turn refuge in the median. There was a great deal of discussion about the capacity of this type of facility and about its safety. I advised those present that our best calculations showed this interchange would have capacity from three to eight times the anticipated need in 1990 and that, under the circumstances, I could see no justification for the City's plan to construct a three-level interchange here which would eliminate left-turn movements.

I also advised them their three-level plan would cost approximately $2 million more than our plan and it would also require the restriction of access along Highway 82 for a considerably longer distance than is required under our plan.

I am sure those present were not happy with the decisions stated above. Nevertheless, they are aware that we intend to go to contract the latter part of October this year and I do not think they will attempt any action to frustrate our plans.

No further action is necessary in this regard unless we hear further from the City on their request for a Second Street interchange.

F B Klaboe
F. B. Klaboe
Assistant State Highway Engineer

Encs.

FBK:srb sr

cc: Forrest Cooper
R. L. Porter
V. D. Wolfe
H. S. Cox
H. S. Coulter

RECEIVED
AUG 1 - 1969
FOR FILE

I-80N-6(42)256
7337

July 31, 1969

Oregon State Highway Commission

Gentlemen:

In order to construct the La Grande Section of I-80N, Union County, it is necessary to cross the facilities of the Oro Dell Irrigation Ditch Company. An agreement with the Company to cover the relocation and adjustment of its facilities will be on the agenda for the August 19 meeting.

The work consists of relocating the irrigation ditch, a concrete diversion box, and the installation of a 60-inch culvert pipe. This work will be included in our contract at an estimated cost of $13,600.

The State will perform structural maintenance of that portion of the culvert which lies within the access control lines. The Company will be responsible for operational maintenance of all its facilities adjusted by this agreement. It will also be responsible for structural maintenance of all its facilities adjusted by this agreement which lie outside the access control lines.

The Company will have access to maintain these facilities via the existing Fox Hill County Road Bridge over the Grande Ronde River. Should this access become not usable for any reason, the State will provide a locked gate on the south side of the freeway or construct some other mutually acceptable access to the Ditch Company's facilities.

The agreement further provides that in the event future adjustments of the District's facilities, covered by this agreement, are required by the State such adjustments will be performed at State expense.

It is recommended that the agreement be approved and the Secretary be authorized to sign it for and on your behalf.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan (Attn: T. W. Litchfield)
V. E. Skoog
H. S. Coulter

PGP:ss fn

RECEIVED
JUL 30 1969

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

I-80N-6(42)256
1337

July 29, 1969

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. W. G. Johnson

Re: Easement for Overcrossing
Grand Ronde River Bridge
La Grande Section
Old Oregon Trail Highway

F. B. KLABOE

Gentlemen:

Herewith you will find four prints of the description of permanent easements for the overcrossing and slopes for Right of Way File 43722 and four prints of a portion of our Right of Way Map 8B-23-18 showing the parcels described.

This information is supplied as you requested to be included in the construction agreement now being prepared in your office.

Inasmuch as the Railroad will still be able to utilize all property described in these easements after construction, no consideration is offered.

Very truly yours,

F. D. Morgan
Construction Engineer

By: ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:ss

Enclosures

cc: F. B. Klaboe
I. D. Merchant (w/Dwg. 8B-23-18 part)
D. J. Barbee
D. H. Moehring
H. S. Coulter
H. W. Snell (w/Dwg. 8B-23-18 part)
H. M. Fillmore

RECEIVED
JUL 29 1969
OFFICE OF
STATE HIGHWAY ENGINEER

Klaboe

City of La Grande

COMMISSION-MANAGER FORM OF GOVERNMENT
SINCE 1913

IN THE GRANDE RONDE VALLEY - - THE BLUE MOUNTAINS - - NORTHEASTERN OREGON

La Grande, Oregon

I-80N-6(42)256
7337

July 2, 1969

NOTED	DE	ADE	ADE	DOE

JUL 3 - 1969
REC'D DIV. OFFICE
LA GRANDE

2981

Mr. Scott Coulter
Oregon Highway Department
La Grande, Oregon

Dear Mr. Coulter:

The City Commission at its regular meeting of June 25, determined that the correct routing for the approach into La Grande from Interstate 80 from the northwest was in the vicinity of the intersection of Second Street and the freeway. The Planning Commission concurred in this recommendation. Reasoning for the request was to provide a location whereby a full interchange could be installed and to provide a logical location for traffic movement at the only full interchange proposed for La Grande. Also, the new suggested location would provide a solution to the Second Street overpass problem which would occur should the Orodell route be constructed.

Your early consideration to this modification of the bypass plan would be most appreciated since the construction date is not far in the future.

We would be happy to meet with you or your representatives to further discuss the matter at your convenience.

Yours very truly,

Murray D. Snyder

Murray D. Snyder
City Manager

RECEIVED
JUL 11 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 7 1969
OFFICE OF
STATE HIGHWAY ENGINEER

MDS/mc

Discussed w/ Klaboe - He will come and meet during first week in August -
Meeting set for Aug 5. - 7:30 PM. City Comm. Chamber

cc F B Klaboe

RECEIVED
JUN 27 1969
FOR FILING

I-80N-6(42)256
7337

H K

5-28-69

June 2, 1969

Grande Ronde Valley Irrigation District
205 Main Street
La Grande, Oregon 97850

Attention: Mr. John Gregory
Secretary-Treasurer

MISC. CONTRACTS and
AGREEMENTS No. 3739

Gentlemen:

Attached for your files is a fully executed copy of an agreement covering reconstruction of your facilities in order to construct the La Grande Section of I-80N in Union County.

We have retained a fully executed copy of this agreement for the Commission's records.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm
Att.

cc F. D. Morgan
Attn: T. W. Litchfield

RECEIVED
MAY 26 1969
FOR FILING

Const
x/H
Old Ore Tr

sp.

May 23, 1969

Oregon State Highway Commission

Gentlemen:

In order to construct the La Grande Section of I-80N, Union County, it is necessary to cross the facilities of the Grand Ronde Valley Irrigation District. On the agenda for the May 28 meeting will be an agreement with the District to cover the adjustment and extension of its facilities.

The work consists of relocating various ditches, a 630-foot extension of a 3 foot x 3-1/2 foot box culvert, installation of two 54-inch arch type culverts, and construction of trash racks on the box and culverts. This work will be included in our contract at an estimated cost of $81,000.

The State will perform structural maintenance of the District's facilities lying inside the access control line and operational maintenance of the box culvert. The District will be responsible for any operational maintenance resulting from the trash racks being left open. The annual cost of maintenance of the box should not exceed $100. The District will perform structural maintenance of all its facilities lying outside the access control lines and operational maintenance of all its facilities adjusted by this agreement, except the box as noted above.

This agreement provides for the exchange of right-of-way. The District will deed to the State all its rights within the access control lines in exchange for certain parcels to be acquired by the State and conveyed to the District to accommodate the District's relocated ditches.

It further provides that in the event future adjustments of the District's facilities covered by this agreement are required by the State, such adjustments will be performed at State expense.

It is recommended that the agreement be approved and the Secretary be authorized to sign it for and on your behalf.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
V. E. Skoog
A. F. Parson
F. D. Morgan (Attn. T. W. Litchfield)

PGP:ss sr

RECEIVED
MAY 13 1969

A-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: May 13, 1969

In reply refer to: 08-35-EC/400.1

copy 'No Hearing' file

KLABOE

I-80N-6(42)256

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

7337

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Public Hearing Status and Design Approval
LaGrande - S. Baker Interchange
Old Oregon Trail Highway
Union and Baker Counties

I concur that additional hearings are not required for the following projects:

1. I-80N-6( )258 LaGrande Section
2. I-80N-6( )265 LaGrande - Ladd Canyon Section
3. I-80N-6( )271 Ladd Canyon Section
4. I-80N-6( )275 Ladd Canyon - North Powder Section
5. I-80N-7( )284 North Powder - S. Baker Interchange Section

This determination is based on the information included in Mr. Young's April 28, 1969 letter.

The design approvals previously given are considered to constitute design approval as required by Paragraph 10 of PPM 20-8 and therefore no further approval action is required at this time.

5-15-69

REFERRED TO
Young
By Asst. State Hwy. Engr.

NOTED
F. B. KLABOE

RECEIVED
MAY 14 1969
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUN 3 1969

FOR FILING
I-80N-6(42)256
7337

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 12, 1969

SUBJECT: Status of Negotiations
Union Pacific Railroad Company

To: Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

In accordance with your request of May 9, 1969, I will detail below the status of our negotiations with the Union Pacific on all projects as they appear on our Schedule of Contract Lettings dated April 15, 1969.

May 15, 1969 Letting

Nelson Point Railroad Shoofly Section - Agreement signed by Highway Commission on November 12, 1968.

10th St. - South Pendleton Interchange Section - Agreement signed by the Highway Commission on December 12, 1967.

N. Delaware-N. Woolsey Avenue Section - Negotiations being handled by Multnomah County.

June 26, 1969 Letting

Fountain Slide Section - The Railroad has indicated that we may have a Permit of Entry on their non-operating property lying South of the highway and they are now in the process of preparing a Haul Road Agreement to allow access to the disposal area northerly of their tracks.

N. W. 4th Avenue-Broadway Section-Milton-Freewater - We are having a meeting on May 13, 1969 in Milton-Freewater concerning the installation of automatic protection at these grade crossings. This was called by Mr. Ritchie of the Public Utility Commission and I will be able to advise you further upon my return from that meeting. I do not expect expedited service from the Railroad on this project.

July 31, 1969 Letting

Barth Crossing-U.S. 30 Connection Section - The Railroad has indicated that we may have a Permit of Entry for the construction of fill slopes along their property and we feel that this may be obtained without much difficulty, however there is some doubt in my mind that this may be in our hands prior to July 31, 1969. This should be handled by Umatilla County.

August 21, 1969 Letting

East Fremont Interchange Section - The Bureau of Public Roads is presently attempting to file condemnation action against the Railroad and a meeting among Railroad, BPR and State people is to be arranged by Mr. Edwards of the Highway Department and Mr. Haacke of the Railroad in the near future.

November 6, 1969 Letting

La Grande Section - The Railroad indicates that the agreement is nearly completed and that it can be submitted to us considerably prior to November of this year. They also indicate that the West La Grande Interchange which requires reconstruction of the old bridge over the Railroad will be handled either as a supplement to the agreement now under preparation or by separate agreement.

Bubbs Ranch-Weatherby and Weatherby-Lime Section - Mr. Tabor has indicated to me that the Portland Office has approved the proposal made to them in my letter of April 1, 1969 concerning the division of costs of the Rye Valley Road Overcrossing. A copy of this letter is in your files and we proposed the State to bear $42,800, the County $6,000 and the Railroad $40,800. Mr. Tabor has also said that the estimate for the adjustment of the signal and communication lines is now being prepared in their Omaha Office. The areas in which they will accept waste material have been determined and a map showing these areas is now being prepared in the Portland Office. We are supposed to receive this information prior to June 1, 1969. They have asked for information concerning the design of the access ramps which lead from locked gates to be established at several locations throughout the Burnt River Canyon. This information, along with preliminary plans, encroachment maps and cross sections were submitted to the Railroad with my letter of April 8, 1969 and this has not yet been reviewed by the Portland Office. We will be sending similar information for the Bubbs Ranch-Weatherby Section in the near future.

To resolve these problems we need a decision from the Omaha Office regarding the Rye Valley Road Overcorssing, an estimate and sketch from the Omaha Office of the signal and communication line adjustment, the map showing the disposal areas from the Portland Office, and an approval from both the Portland and Omaha Offices of our access road design.

March 12, 1970 and Later Letting

North Powder-South Baker Interchange Section - Inasmuch as this project involves a simple overcrossing of the Railroad, they indicate that an agreement can be produced considerably prior to March of next year.

F. D. Morgan
Construction Engineer

By

T. W. Litchfield
Utilities Liaison Engineer

RECEIVED
MAY 13 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

FOR FILES
I-80N-6(42)256
7337

KLABOE

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: April 8, 1969

In reply refer to: 08-35-EC

FROM : for R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-6(32)256
La Grande Section, Old Oregon Trail Highway
California Pacific Utility Adjustment

In compliance with the request in Mr. Preston's April 4, 1969 letter authorization is granted effective March 6, 1969 as per our verbal agreement of that date for the minor overrun of the previously authorized right of way costs in obtaining easements for the relocation of two power poles. No additional funds will be required.

4-11-69

Morgan Young
By Asst. State Hwy. Engr.

RECEIVED
APR 10 1969
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
APR 4 - 1969
[illegible]

I-80N-6(42)256
7337

April 4, 1969

Mr. R. H. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Re: Utility Right of Way
Distribution Power Line Adjustment
California-Pacific Utilities Company
La Grande Section
Old Oregon Trail Highway
Union County
Project No. I-80N-6 (32) 256

Dear Sir:

Enclosed you will find a copy of Cal-Pac's estimate of cost for subject adjustment which was attached to their letter dated December 13, 1968. The Company advised us that Account No. 1364-Poles, Fixtures - included a cost of $15 per pole for right of way for two poles.

Mr. Fillmore was advised on March 6, 1969 that the Company was unable to obtain the easement for $15 per pole. They indicated the cost probably would be $100 to $150 per pole. The Company requested the State to acquire the easement for Cal-Pac. As pointed out in Mr. Fillmore's letter dated March 26, 1969, (copy attached) our acquisition procedure - establishing a file, two appraisals, reviews, etc., would increase the cost to $500 or more.

This matter was discussed with your Mr. Girvin. An eligible date for additional utility right of way costs was established as of March 6, 1969. He further suggested that Cal-Pac determine easement costs and we would then determine the method of processing - utility right of way or overrun of utility relocation for project.

The Company has optioned the easements for a total of $200 for the two poles. Although an increase of from $15 to $100 per pole is substantial percentage wise, it is minimal when compared to the total cost of $35,000 for adjusting the distribution poles in conflict with this project. We, therefore, request your approval effective March 6, 1969, to include this additional cost as an overrun of the project. Since this project is 25/88 (28.4%) reimbursable, the additional cost to the State will be $56.82.

Very truly yours,

F. D. Morgan
Construction Engineer

By:

T. W. Litchfield
Utilities Liaison Engineer

PGP:ss
cc: F. B. Klaboe
L. H. Young
C. H. Maison
D. H. Moehring - Attn: H. W. Snell
A. F. Parson
H. M. Fillmore

Enclosure

RECEIVED
APR 2 - 196

NOTED
F. B. KLABOE

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

I-80N-6(42) 256
7337

April 2, 1969

California-Pacific Utilities Company
2003 - First Avenue
Baker, Oregon 97814

Re: Transmission Line Adjustment
La Grande Section
Old Oregon Trail Highway
Union County
Project No. I-80N-6 (32) 256

ATTENTION: Mr. C. S. Rasmussen

Gentlemen:

Your estimate and sketch map for the adjustment of your facilities on this project, as submitted with your letter of March 3, 1969 have been approved by the State and the Bureau of Public Roads. You are hereby authorized to proceed with the work as of April 2, 1969.

Please contact Mr. J. C. Hiatt, Resident Engineer, P. O. Box 850, La Grande, Oregon 97850, Phone: 963-2040, at least three days prior to beginning work so that your work may be coordinated with that of the State's contractor.

Reimbursement for the work performed on and subsequent to April 2, 1969 will be made subject to the provisions of PPM 30-4 upon receipt of your statement of charges. Please be sure to include the beginning and completion dates of the work in the bill.

Very truly yours,

F. D. Morgan
Construction Engineer

RECEIVED
APR 2 1969
OFFICE OF
STATE HIGHWAY ENGINEER

By: ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

JMC:ss
cc: F. B. Klaboe
R. E. Simpson
L. H. Young (2) (w/attach.)
C. H. Maison "
A. F. Parson (w/attach.) (2)
J. C. Hiatt "
G. A. Starkey "
H. M. Fillmore "

*Note to A. F. Parson: Please have a State Force Order prepared and submitted for this work. Return one copy of Est. and sketch with SFO.

RECEIVED
APR 2 1969

3-27-69

HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

FOR FILING

LETTER OF APPROVAL AND/OR AUTHORIZATION

PROJECT:	I-80N-6(32)256
SECTION:	LaGrande Section
WORK:	California Pacific Utility Adjustment
COUNTY:	Union

TO: Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

I-80N-6(32)256
7337

Klaboe 3-27-69

FROM: R. E. Simpson, Division Engineer
Salem, Oregon

DATE PS&E APPROVED	DATE AUTHORIZED
----------	March 27, 1969

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW:

- ○ CONSTRUCTION - ADVERTISE FOR BIDS.
- ○ RIGHT OF WAY.
- ○ OTHER (SPECIFY).
- ☒ UTILITY ADJUSTMENT.
- ○ RIGHT OF WAY INCIDENTALS AND RELOCATION PAYMENTS.

NOTED
E. B. KLABOE

REMARKS AND LIMITS OF AUTHORITY:

We approve the agreement with California-Pacific Utility Company consisting of your October 15, 1968 Utilities and Railroad Attorney's letter, the March 3, 1969 Utility's letter and the plans and estimate furnished by Mr. Cartwright's March 18, 1969 letter. This provides for the power transmission line adjustment.

Since the utility is not adequately staffed or equipped to perform a portion of the work with its own forces, the contract method of performing such work, as indicated in the estimate, is satisfactory providing the appropriate Civil Rights Clauses are included.
Reimbursement on an actual cost basis estimated to be $27,592.77 is approved. Receipt of Mr. Fillmore's March 10, 1969 affidavit of the company's property rights is acknowledged. We understand the permit covering this adjustment will be furnished this office.

Our program memorandum dated December 5, 1966 under I-80N-6(22)256 authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective on that date. You are now authorized to proceed with actual adjustments for the above mentioned utility effective today. Approval and participation for the eligible portion of the work is subject to the provisions of PPM 30-4 dated February 10, 1969 and PPM 30-4.1 dated November 29, 1968.

OFFICE USE

RECEIVED
APR 1 1969
OFFICE OF
STATE HIGHWAY ENGINEER

4-2-69 REFERRED TO Young
By Asst. State Hwy. Engr.

DATE	SIGNATURE OF APPROVING OFFICIAL	TITLE
3-27-69	DIVISION ENGINEER	R. E. SIMPSON

RECEIVED
APR 1 - 1969
FOR FILING
I-80N-6(32)256
7337

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: March 24, 1969

In reply refer to: 08-35-EC

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-6(22)256 and I-80N-6(32)256
OroDell Irrigation Ditch Company
La Grande Section

Our review of the State-OroDell Irrigation Ditch Company Agreement submitted by Mr. Preston's March 6 letter indicates it is satisfactory.

The construction of a locked gate near Station 80 (south side) to replace the function of the bridge at "EB" 53+95 is authorized; however, participation with Federal-aid Interstate funds must be accomplished prior to the completion of the Interstate construction in this area to be eligible. This requirement is necessary as you have an unspecified time period in paragraphs 4 and 5 of the General Provisions, whereas expenditure of FAI funds is time controlled by law.

Submission of three copies of the executed agreement would be appreciated.

Young - Morgan
BY ASST. STATE HWY. ENGR.
3-27-69

NOTED
F. B. KLABOE

RECEIVED
MAR 26 1969
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

7337

FORM 2-30 (12-67)

NOTED
H. S. COX

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 3, 1969

SUBJECT: Wallowa Lake Highway Interchange
LaGrande Section, I-80N
Union County

To:

Mr. F. B. Klaboe
Assistant State Highway Engineer
Building

A revised Wallowa Lake Highway Interchange in LaGrande has been suggested by Mr. W.H. Cooper (of Union?). This was presented to Mr. H.S. Cox by Judge Misener of Union County and was discussed in Mr. Barbee's office on December 17 with representatives of the City and the County.

Basically the proposed plan adds a new highway on the north side of the railroad from the Boise Cascade mill easterly to tie into the existing Wallowa Lake Highway north of Island City. A full interchange is indicated at the freeway, similar to the one presently proposed at the existing highway but with separation structures on the ramps, so that all moves to and from the freeway and this new highway could be free flowing. The presently proposed full interchange on the existing highway is indicated to be built also. The new highway is indicated as a four-lane facility and the present highway is shown to remain two lanes as it presently exists.

Data was obtained from the Traffic Division which indicates a 1990 ADT of 4600 for the new facility and 3100 remaining on the present route to Island City. Unfortunately, the traffic data indicates, as could be expected, that almost all of this traffic is local in nature and is not destined for the freeway. Only 1400 of the 7700 cars east of the freeway are presumed to be headed for the interchange to leave the LaGrande area or are coming from the freeway and heading east on the Wallowa Lake Highway. With this in mind the proposed new interchange would have the large percentage of local traffic going through the "loops" of the interchange in order to continue their travels, and in the case of westbound travel this will require stopping at the old highway after going through the "loops" and then making a left turn across the eastbound traffic in order to get into LaGrande. The

NOTED
F. B. KLABOE

new proposal would certainly not improve the traffic situation as far as the local traffic is concerned and would present safety problems in the merge with high speed freeway traffic moving onto the off ramps.

Advantages which would appear to be gained by the plan are: 1) a railroad grade separation in lieu of the at-grade crossing which exists north of Island City; 2) apparently eliminate the necessity of improvement and widening of the existing highway through Island City, and 3) a possible direct connection from the freeway and the new highway to Boise Cascade mill. This "private connection" from the freeway would be extremely doubtful under Interstate design practices and its justification would need to be clearly demonstrated and documented.

The proposed revision to the interchange would definitely not be in the best interest of the local traffic. If a grade separation of the railroad or an alternate location of the highway in the Island City vicinity is needed, it would appear that a solution or solutions should be found somewhere other than in this proposal. The need for an improved connection to the mill has been stressed by the proponents of this plan with elimination of log trucks from the city streets as a prime reason. It appears that a connection to the mill exists or can be readily made at the existing grade crossing of the railroad at Albany Street just west of our proposed interchange, and that trucks presently entering LaGrande from either north or south will come in on the freeway and could also use this and avoid use of the residential city streets. This would appear to enter the mill property at approximately the same place as the new highway in the County's suggested revision.

Enclosed is a copy of a small scale sketch which was provided us. A more detailed drawing of the suggested interchange was also provided but it does not show the overall area as well.

I would suggest that City-County discuss this with Judge Misener to see if there is some problem here that we have missed. Our review indicates that while it might seem a fine addition to the local road system, actually it would be an atrocity. No attempt has been made to determine the additional cost of such an interchange but with the lengthening and widening of the freeway structures and the new separation structure for

2-19-69
by Cox
they will go
to Div 5

the ramps the interchange cost will at least double. The design would be a step backward as far as safety, utility, and capacity are concerned.

If further information is desired please advise me.

D.J. Barbee
Design Engineer

By
ADOlson
A.D. Olson
Preliminary Design Engineer

ADO:jp
Enclos.
cc: H.S. Cox
A.F. Parson

RECEIVED
FEB 24 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 3 1969
OFFICE OF
STATE HIGHWAY ENGINEER

Hwy 10 (Wallowa Lake Hw
Ref Location Prospectus
4-11-68,
La Grande - Island City

RECEIVED
26 1968
ENGINEER
COUNTY & CITY DIVISION

County Court of Union County
La Grande, Oregon

FROM THE OFFICE OF
EARLE C. MISENER, COUNTY JUDGE

BERNAL D. HUG, COMMISSIONER
R. W. SCHAAD, COMMISSIONER

NOTED
H. S. COX

November 18, 1968

State of Oregon
State Highway Commission
Salem, Oregon

Attention: Mr. Si Cox

Dear Si:

I am writing you in regards to the discussion we had relative to the exchange on the by-pass at La Grande.

First of all I would like to thank you for your suggestion of writing you first before presenting it to the Chamber of Commerce Transportation Committee.

I have enclosed a rough sketch of the suggestions of Mr. W.H. Cooper. Mr. W.H. Cooper has suggested to me he would desire to make an oral presentation of this most worthwhile project. I would like to add that Boise Cascade is very much interested in this most recent plan and would like to send their engineer along with Mr. W. H. Cooper. Therefore I am not presenting all of the detail we talked about.

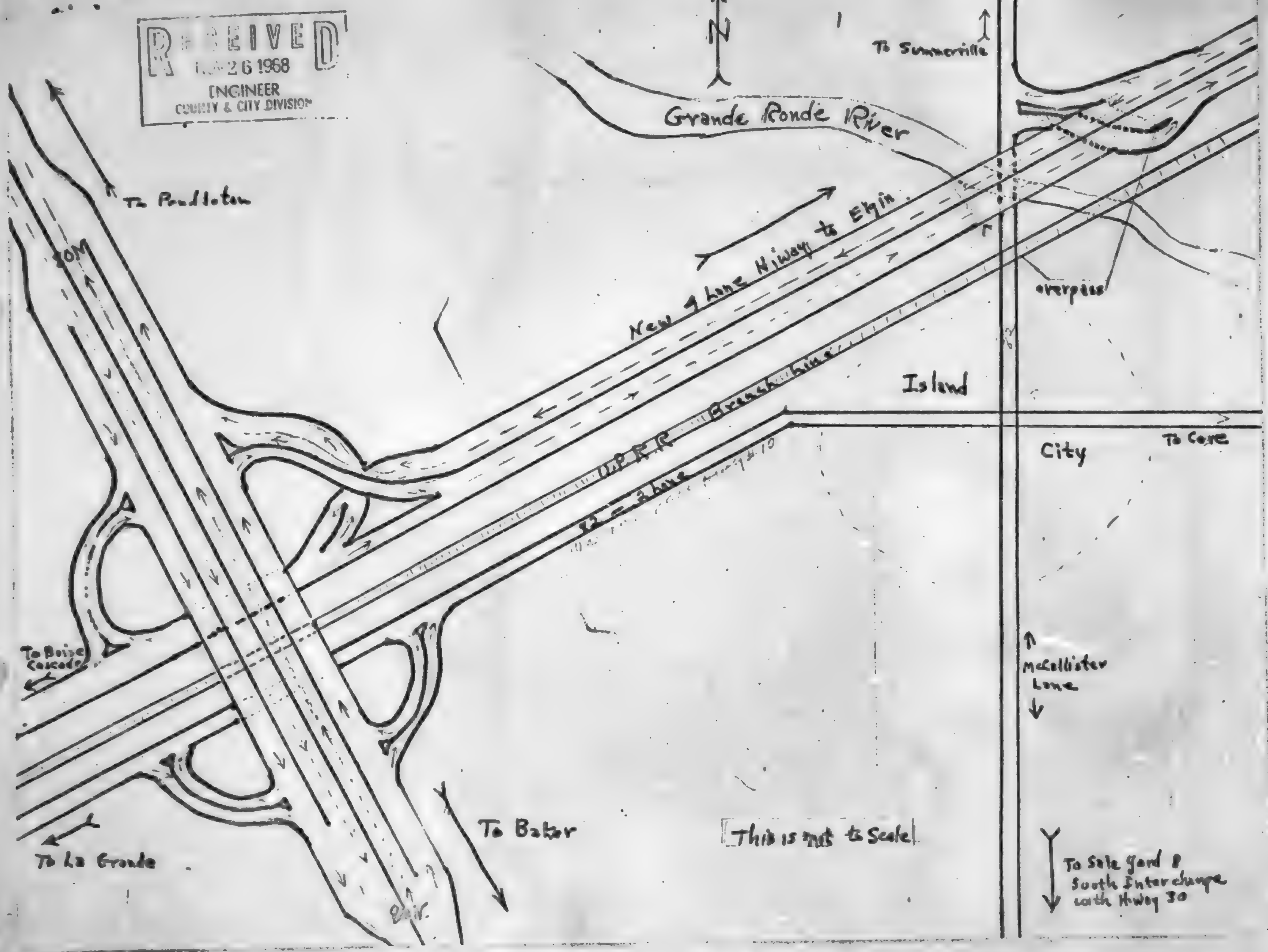
With this in mind I would suggest that you give a date and time in which you and other officially interested persons would care to hear Mr. W. H. Cooper's presentation.

I wish to thank you for your utmost cooperation on this and other matters pertaining to Union County Highway problems.

Sincerely,

Earle C. Misener
County Judge

ECM/jl
encl: (1)



This is not to Scale

RECEIVED
[illegible] 26 1968
ENGINEER
COUNTY & CITY DIVISION

RECEIVED
FEB 4 - 1969
FOR FILING
I-80N-6(142)256
7337

NOTED
R. L. PORTER

UNITED STATES GOVERNMENT
Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: January 24, 1969

In reply refer to: 08-35-EC

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM for R. E. Simpson, Division Engineer
Salem, Oregon
S L Green

SUBJECT: Oregon Project I-80N-6(32)256
La Grande Section
City of La Grande-Utilities

We concur with Mr. Preston's January 13 proposal to not adjust the 27" Concrete Sewer Pipe in the vicinity of Station C 340. This line may remain within the access control.

2-4-69
REFERRED TO
Morgan
[illegible]

orig to Litchfield
1-29-69

RECEIVED
JAN 28 1969
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
FEB 5 - 1969
FOR FILING

1-24-69

BUREAU OF PUBLIC ROADS

LETTER OF APPROVAL AND/OR AUTHORIZATION

TO: Mr. Forrest Cooper State Highway Engineer Salem, Oregon	PROJECT: 1-80N-6(52)256
	SECTION: LaGrande Section
	WORK: Utility Adjustment
	COUNTY: Union

I-80N-6(42)256 Klabo:

7337

FROM: R. E. Simpson, Division Engineer Salem, Oregon	DATE PS&E APPROVED	DATE AUTHORIZED
	-----	1-24-69

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW:

○ CONSTRUCTION - ADVERTISE FOR BIDS.
○ RIGHT OF WAY.
○ OTHER (SPECIFY).
☒ UTILITY ADJUSTMENT.
○ RIGHT OF WAY INCIDENTALS AND RELOCATION PAYMENTS.

REMARKS AND LIMITS OF AUTHORITY:

We approve the agreement with California Pacific Utility Company consisting of your October 14, 1968 Utilities and Railroad Attorney's letter, the December 5th and 13th, 1968 Utility's letter and the plans and estimate furnished by Mr. Litchfield's January 2 letter.

Since the utility is not adequately staffed or equipped to perform a portion of the work with its own forces, the contract method of performing such work, as indicated in the estimate, is satisfactory providing the appropriate Civil Rights clauses are included.

Reimbursement of the State's share on an actual cost basis is estimated to be $10,199.56 is approved.

Receipt of Mr. Fillmore's December 26, 1968 affidavit of the company's property rights is acknowledged. The permits covering this adjustment are being processed by this office.

Our memorandum dated December 5, 1966 on I-80N-6(22)256 authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective on that date. You are now authorized to proceed with actual adjustments for the above mentioned utility effective today. Approval and participation for the eligible portion of the work is subject to the provisions of PPM 30-4 dated October 15, 1966 and PPM 30-4.1 dated November 29, 1968.

orig to Litchfield
copy to Sollis
1-29-69

OFFICE USE

NOTED
F. B. [illegible]

RECEIVED
JAN 29 1969
OFFICE OF
STATE HIGHWAY ENGINEER

DATE	SIGNATURE OF APPROVING OFFICIAL	TITLE
1-24-69	For R. E. Simpson	Division Engineer

Young 2-5-69

RECEIVED
JAN 14 1969

**OREGON STATE
HIGHWAY DEPARTMENT**

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

I-80N-6(42)256
7337

January 13, 1969

Mr. R. B. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon 97310

Re: City of La Grande
27-inch Sewer Line
La Grande Section
Old Oregon Trail Highway
Union County
Project No. I-80N-6 (32) 256

Dear Sir:

Our proposed right of way for the "C" Line in the Wallowa Lake Interchange on this section encroaches on a 27-inch concrete sewer line owned by the City of LaGrande. This line occupies a private easement, is buried approximately 4 feet below natural ground and will not be covered by the fill from either the "c" Line or the temporary detour. Also since the existing horizontal alignment of the sewer is straight with no manholes located within the proposed right of way, any relocation would have a less desirable alignment.

In view of the foregoing, we recommend this line be allowed to remain within the access control lines as shown on the attached sketch. If you concur an X-permit will be submitted for your approval.

Very truly yours,

F. D. Morgan
Construction Engineer

By:

T. W. Litchfield
Utilities Liaison Engineer

PGP:ss

cc: F. B. Klaboe
V. L. Gallagher

RECEIVED
JAN 14 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 29 1968
FOR FILING

OREGON STATE
HIGHWAY DEPARTMENT

I-80N-6(42)256

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

7337

November 26, 1968

City of LaGrande
LaGrande,
Oregon 97850

Re: Water Main Adjustment
La Grande Section
Old Oregon Trail Highway
Union County
Project No. I-80N-6(32)256

ATTENTION: Mr. Murray Snyder
City Manager

Gentlemen:

Your estimates and sketch map for the adjustment of your facilities on this project, as submitted with your letters of April 25, 1967 and September 4, 1968, have been approved by the State and the Bureau of Public Roads. This will confirm our verbal authorization to proceed with the work as of November 13, 1968.

Reimbursement for the work performed on and subsequent to November 13, 1968 in the amount of $5,000.00 will be made in accordance with Paragraph 7g(3) of PPM 30-4 upon receipt of your statement of charges. Please be sure to include the beginning and completion dates of the work in the bill.

Very truly yours,

F. D. Morgan
Construction Engineer

F.B. KLABOE
NOV

By: ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

JMC:ss
cc: F. B. Klaboe
R. E. Simpson
L. H. Young (2) (w/attachs.)
C. H. Maison "
A. F. Parson (2) (w/attachs.)
J. C. Hiatt "
J. B. Bangert "
H. M. Fillmore "

Note To Div. Engr. A. F. Parson:
Please have a State Force Order prepared and submitted for this work. Return one copy of Est. and sketch with SFO.

RECEIVED
NOV 26 1968
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED

UNITED STATES GOVERNMENT

Memorandum

I-80N-6(29)256

7337

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage St. NE. - Salem OR 97301

DATE: November 20, 1968

In reply refer to: 08-35.7

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : for R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-6(29)256
LaGrande Section
File 40268, LaGrande Gun Club

Moehring

Assistant Right of Way Engineer John R. Oakes' letter of November 18, 1968 requests our approval and participation in the cost of securing a third appraisal to resolve the value differences that exist between the two appraisals presently in your files. We will approve Federal participation in the cost of securing the additional appraisal.

Orig to Moehring 11-21-68

RECEIVED
NOV 21 1968
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
NOV 21 1968

UNITED STATES GOVERNMENT

Memorandum

FOR

I-80N-6(42)256
7337

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage St. NE. - Salem OR 97301

DATE: November 19, 1968

In reply refer to: 08-35.6

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon Attn: F. B. Klaboe

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

by/ Hubbell

SUBJECT: Oregon I-80N-6(22)256
LaGrande Bypass
Cove Avenue Undercrossing Preliminary Plans

Preliminary plans for this structure, as submitted October 4, 1968, are hereby approved.

ED
B. KLABOE

11-21-68

REFERRED TO
Barber - Merchant
BY ASST. STATE HWY. ENGR

RECEIVED
NOV 20 1968
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
NOV 20 1968

11-14-68

LETTER OF APPROVAL AND/OR AUTHORIZATION

~~FOR FILING~~

I-80N-6(42)256 Klaboe

TO: Mr. Forrest Cooper State Highway Engineer Salem, Oregon		SECTION: LaGrande WORK: Telephone Facility Adjustment COUNTY: Union
FROM: R. E. Simpson, Division Engineer Salem, Oregon	DATE PS&E APPROVED ------------	DATE AUTHORIZED October 30, 1968

7337

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW:

○ CONSTRUCTION - ADVERTISE FOR BIDS.

○ RIGHT OF WAY.

○ OTHER (SPECIFY).

☒ UTILITY ADJUSTMENT.

○ RIGHT OF WAY INCIDENTALS AND RELOCATION PAYMENTS.

REMARKS AND LIMITS OF AUTHORITY:

We approve the agreement with Pacific Northwest Bell Telephone Company consisting of your October 23, 1968 Utilities and Railroad Attorney's letter, the October 17, 1968 Utility's letter and the plans and estimate furnished by Mr. Litchfield's October 30, 1968 letter.

Since the utility is not adequately staffed or equipped to perform a portion of the work with its own forces, the contract method of performing such work, as indicated in the estimate, is satisfactory providing the appropriate Civil Rights clauses are included.

Reimbursement on an actual cost basis estimated to be $9,970.00 is approved.

Receipt of Mr. Harlin Gerlach's February 20, 1968 affidavit of the Company's property rights is acknowledged. The permit covering this adjustment was previously approved by this office.

Our program memorandum under Project I-80N-6(22)256 dated December 5, 1966 authorized you to proceed with preparatory work for all utility adjustments effective on that date. We hereby grant written confirmation of our October 30, 1968 verbal authorization to proceed with the actual adjustments of this utility. Approval and participation for the eligible portion of the work is subject to the provisions of PPM 30-4 dated October 15, 1966 and supplements thereto.

OFFICE USE
11-20-68
REFERRED TO Young
STATE HWY. ENGR

NOTED
F. B. KLABOE

RECEIVED
NOV 15 1968
OFFICE OF
STATE HIGHWAY ENGINEER

DATE	SIGNATURE OF APPROVING OFFICIAL	TITLE
11-14-68	For R. E. Simpson	Division Engineer

RECEIVED
NOV
FOR

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: November 8, 1968

In reply refer to: 08-35-DA

I-80N-6(42)256

7337

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-6( )257
Spruce Street Overcrossing, La Grande Section
Old Oregon Trail Highway
Bridges Nos. 9631 and 9631A

Edwards
cc Klaboe
11-13-68

Reference is made to Mr. L. L. Wallace's October 23, 1968 letter and attachments.

The prints submitted as a preliminary submission are approved.

It was noticed, however, that (1) the bridge lengths were shown to be 135 feet on the Vicinity Map and 145 feet on the B-322 drawing, (2) the bridge width shown on the Vicinity Map is 40 feet; the present standard width for a two-lane freeway overcrossing structure is 42 feet.

copy - Merchant
11-13-68

RECEIVED
NOV 12 1968
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
NOV 1 2 1968
FOR FILING

I-80N-6(42)256
7337

Salem, Oregon
November 7, 1968

File No. 40356 - R/W 30248
Oro Dell-Union Junction Section
Old Oregon Trail
Union County

Mr. Earl Saling
Right of Way Office Manager

BUILDING

Attached for further handling is a fully executed copy of a Release to William and Juanita R. Jeffers covering an option for a future frontage road on the above-mentioned property.

We have retained a conformed copy of the document for the Commission's files.

Floyd Query, Secretary

fkn
Attachment

FORM 2-30 (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 97310
October 24, 1968

SUBJECT: File No. 40356 - Jeffers
Oro Dell - Union Junction
Section
Old Oregon Trail Highway
Union County

To: Mr. Floyd Query
Secretary

BUILDING

Attached in duplicate is a release to William Jeffers and Juanita R. Jeffers to be signed by the State Highway Commission. It is not necessary to make this a separate agenda item; merely have the Commission sign the release.

The deed we secured dated July 31, 1968, called for by the Commission's approval of August 20, 1968, had an option for a future frontage road that was not in the option approved by the Commission. To correct this error, we need a release to Jeffers.

The original of the attached form, as approved by the Staff Attorney, Chief Counsel, and Assistant State Highway Engineer, should be returned to this office for recording and further processing. The duplicate should be retained by your office.

D H Moehring
D. H. MOEHRING
Right of Way Engineer

DHM:JP
Attachments
cc G. E. Rohde
E. F. Saling

APPROVED BY HIGHWAY COMMISSION
DATE The option for 59,000 was approved by the Com- on Aug 20, 1968
Floyd Query
Secretary

(A)
2 COPIES TO BE SIGNED
By Commission

NOTED
FLOYD QUERY

RECEIVED
OCT 31 1968
FOR FILE

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

I-80N-6(42)256
7337

October 30, 1968

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon 97301

Re: Telephone Facilities Adjustment
Pacific Northwest Bell Telephone Company
La Grande Section
Old Oregon Trail Highway
Union County
Project No. I-80N-6 (32) 256

NOTED
F. B. KLABOE

Dear Sir:

Herewith you will find the following data pertaining to this project:

(1) Two copies of Pacific Northwest Bell Telephone Company's (PNB) estimate of cost for doing the work dated October 17, 1968.

(2) Two copies each of appropriate sketch maps prepared by PNB showing the work to be done.

(3) Two copies of a certification, submitted by Mr. Harlan Gerlach, as to PNB's rights in the land occupied by their facilities.

Appropriate permits covering PNB's proposed relocations were submitted to your office by Mr. J. W. Valentine's letter of October 29, 1968.

The adjustment involves a crossing, therefore, the State is not entitled to a credit for expired service life under the provisions of paragraph 9b (1) (b) of PPM 30-4.

The trenching, placing of conduit and underground cable, and backfilling will be accomplished by contract. PNB requested and received three bids for the contract work. They have accepted the low bid of $9,970 from Hinkel and McCoy, Inc. Construction Company. A copy of the low bid is attached to PNB's estimate.

You will note that PNB applied a percentage to the total cost of their relocations. They did this in error on the assumption that they could be reimbursed only for those poles in actual conflict. The enclosed copy of Mr. Fillmore's letter of transmittal, dated October 23, 1968, establishes that the removal of the additional two poles and installation of replacement cable is related work. Therefore, PNB is entitled to reimbursement for the entire cost of their relocation.

This completes the agreement between the State and PNB. Our Staff Attorney's letter dated October 15, 1968, describing the conflicts and establishing the obligations of the State to reimburse the Company for the adjustment is attached.

Your approval of the agreement as evidenced above, including the contract method for a portion of the work, and authorization to proceed with the work under the provisions of PPM 30-4 is requested.

Very truly yours,

F. D. Morgan
Construction Engineer

By: Jackson Cartwright
T. W. Litchfield
for Utilities Liaison Engineer

JMC:ss

Enclosure

cc: F. B. Klaboe ✓
V. L. Gallagher

RECEIVED
OCT 30 1968
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 30 1968

FOR FILIN

I-80N-6(42) 256
7337

October 30, 1968

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

2545

Dear Sir:

Re: Cove Avenue Undercrossing, La Grande Bypass, Old Oregon Trail Highway
Union County

Your suggestion by letter of October 11 concerning the Cove Avenue structure has been studied. It is our belief that the elimination of the added ditch width by the use of a culvert through the structure area will introduce a worse hazard to traffic than our plan as submitted. The culvert ends form a more dangerous obstruction than retaining the added ditch width.

The plan as submitted is our standard treatment and we recommend it be approved. Your reconsideration is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
Ivan Merchant
L. H. Young
D. J. Barbee

DNS:jp srb

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
477 Cottage St. NE. - Salem OR 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. I. D. Merchant

DATE: October 11, 1968

In reply refer to: 08-35-6

Klaboe

FROM For R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon I-80N-6(22)256
LaGrande Bypass
Cove Avenue Undercrossing Preliminary Plans

Preliminary plans submitted with Mr. Wallace's October 4, 1968 letter have been reviewed and are approved subject to the following comment:

The typical section for the undercrossing main line shows the usual roadways, median, shoulders, and ditches. It is known that an out-of-control vehicle which starts down the ditch slope will tend to be directed away from the roadway. At the structure the approach fill extends to the outside ditch line, and accordingly presents an obstruction to the errant vehicle. We suggest that an attempt be made at this site to eliminate the ditch in front of the approach fill, substituting a culvert if required, and warp the fill slope out on the level to the shoulder line. Such a level or up-slope could be designed to redirect an out-of-control vehicle parallel to or gently back towards the roadway instead of into the approach fill. Such a revision of the fill slope would probably have the additional advantage of reducing the overall structure length.

NOTED
F. B. KLABOE

[illegible] TO
Olson

10-15-68

Routing
Morgan
Decker
Bond
Barbee
Walker
Glenn
Swan

RECEIVED
OCT 1[illegible] 1968
CONSTRUCTION
DIVISION

REFERRED TO
Morgan - R/W
Asst. State Hwy. Engr.
Scott
Wills
Litchfield
Olson

copies to Merchant
Young

RECEIVED
OCT 14 1968
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

10-25-68

RECEIVED
OCT 29 1968

BUREAU OF PUBLIC ROADS

I-80N-6(42)256

LETTER OF APPROVAL AND/OR AUTHORIZATION

PROJECT:	[illegible]
SECTION:	LaGrande
WORK:	Utility - General Telephone Company
COUNTY:	Union

TO: Mr. Forrest E. Cooper
State Highway Engineer
Salem, Oregon

7337

Klabz 10-25-68

FROM: R. E. Simpson, Division Engineer Salem, Oregon	DATE PS&E APPROVED ------	DATE AUTHORIZED August 12, 1968

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW:

○ CONSTRUCTION - ADVERTISE FOR BIDS.
○ RIGHT OF WAY.
○ OTHER (SPECIFY).
☒ UTILITY ADJUSTMENT.
○ RIGHT OF WAY INCIDENTALS AND RELOCATION PAYMENTS.

REMARKS AND LIMITS OF AUTHORITY:

We approve the agreement with General Telephone Company (previously West Coast) consisting of your December 14, 1966 Utilities and Railroad Attorney's letter, the undated (approximate date - August 9, 1968) Utility's letter and the Plans and Estimate furnished by Mr. Litchfield's letter of September 27, 1968.

Since the Utility is not adequately staffed or equipped to perform a portion of the work with its own forces, the contract method of performing such work, as indicated in the estimate, is satisfactory providing the appropriate Civil Rights Clauses are included.

Reimbursement on an actual cost basis estimated to be $3,721.47 is approved.

Receipt of Mr. Gerlach's August 12, 1968 Affidavit of the Company's property rights is acknowledged. The permit covering this adjustment was approved by this office on October 23, 1968.

Our memorandum dated December 5, 1966 authorized you to proceed with preparatory work for all utility adjustments under I-80N-6(22)257 effective on that date. You were verbally authorized to proceed with the actual adjustments on August 12, 1968, and this document completes our authorization. Approval and participation for the eligible portion of the work is subject to the provisions of PPM 30-4 dated October 15, 1966 and supplements thereto.

RECEIVED
OCT 28 1968
OFFICE OF
STATE HIGHWAY ENGINEER

OFFICE USE

[illegible]
B. [illegible]

Young 10-29-68

DATE Oct. 25, 1968	SIGNATURE OF APPROVING OFFICIAL For R. E. Simpson	TITLE Division Engineer

RECEIVED
OCT 17 1968
FOR F

I-80N-6(42)256

7337

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
477 Cottage St. NE. - Salem OR 97301

DATE: October 15, 1968

In reply refer to: 08-35.6

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. I.D. Merchant

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon I-80N-6(22)257
La Grande Section
Preliminary Plans for Grande Ronde River Bridges and
North Second Street Undercrossing

Mr. Merchant's letters of September 20, 1968 submitted preliminary plans and other supporting data for these structures. We have made a partial review of the data furnished and find that we require more information before we will be able to reach a final decision regarding these preliminary plans.

Our Regional office has made a hydraulic review of these structures and a copy of their findings has already been forwarded to Mr. Merchant. We would like to have your comments after you have had time to study the findings.

Your transmittal letter for the North Second Street Undercrossing structure states that several alternate structure types were studied, and architectural sketches of the three layouts were furnished. We would like you to furnish us with the cost estimates for the three types as a further aid in our review of this submission.

✓ We are quite impressed with the imagination that you are using in your current design work. We believe that you are making great strides in developing practical, good looking, yet reasonably economical structures and we commend you on your forward thinking in this area.

NOTED
TOM EDWARDS

Copies- Mr. Cooper
Merchant -(Pls. supply requested data)
Young
10-17-68

RECEIVED
OCT 16 1968
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
OCT 15 1968

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
477 Cottage St. NE. - Salem OR 97301

I-80N-6(42)256
7337

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. I. D. Merchant

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

DATE: October 11, 1968

In reply refer to: 08-35-6

SUBJECT: Oregon I-80N-6(22)256
LaGrande Bypass
Cove Avenue Undercrossing Preliminary Plans

Preliminary plans submitted with Mr. Wallace's October 4, 1968 letter have been reviewed and are approved subject to the following comment:

The typical section for the undercrossing main line shows the usual roadways, median, shoulders, and ditches. It is known that an out-of-control vehicle which starts down the ditch slope will tend to be directed away from the roadway. At the structure the approach fill extends to the outside ditch line, and accordingly presents an obstruction to the errant vehicle. We suggest that an attempt be made at this site to eliminate the ditch in front of the approach fill, substituting a culvert if required, and warp the fill slope out on the level to the shoulder line. Such a level or up-slope could be designed to redirect an out-of-control vehicle parallel to or gently back towards the roadway instead of into the approach fill. Such a revision of the fill slope would probably have the additional advantage of reducing the overall structure length.

NOTED
F. B. KLABOE

10-15-68

REFERRED TO
Morgan - R/W
By Asst. State Hwy. Engr.

copies to Merchant
Young

RECEIVED
OCT 14 1968
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
1968

UNITED STATES GOVERNMENT

Memorandum

Moehring

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage St. NE. - Salem OR 97301

DATE: September 9, 1968

In reply refer to: 08-35.7

I-80N-6(42)256
7337

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM for C. J. Mathis
R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-6(29)256
LaGrande Section
File 40267-LaGrande Livestock Commission

Assistant Right of Way John R. Oakes' letter of September 5, 1968 requests our approval and participation in the costs of securing a third appraisal on the above mentioned file. It is our understanding that there is a wide difference of opinion between the State's appraisers as to the damages to the remaining property. Mr. Sackos' appraisal is $7400 with no damages and Mr. Lewis' appraisal is $20,660 including $11,000 damages.

Based upon the information contained in your request we will approve Federal participation in the costs of securing a third appraisal.

Orig to Moehring 9-11-68

Young 9-12-68

NOTED
F. B. KLABOE

RECEIVED
SEP 10 1968
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
AUG 30 1968

UNITED STATES GOVERNMENT

FOR FILE

Memorandum

Klabor

I-80N-6(42)256
7337

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage St. NE. - Salem OR 97301

DATE: August 28, 1968

In reply refer to: 08-35-DA

TO: Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon Attention: Mr. W. H. Tebeau

FROM: R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-6(22)256
LaGrande Bypass
Old Oregon Trail Highway
Channel Change

In response to Mr. Tebeau's verbal question to Hugh Henry, your 1966-1967 hydraulic study in connection with the subject project is adequate to meet the requirements of IM 20-1-67.

8-30-68

REFERRED TO
Morgan
BY ASST. STATE HWY. ENGR.
Young

RECEIVED
AUG 29 1968
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

AUG 1 6 1968

FOR FILING

I-80N-6(43)256
7337

SP*28687-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 9, 1968

SUBJECT: LaGrande Section
Old Oregon Trail Highway (I-80N)
Union County

To:

Mr. A. F. Parson
Division Engineer
Post Office Box 850
LaGrande, Oregon

Attention: Mr. H.S. Coulter

Enclosed is a copy of a self-explanatory letter from Ronald Gross, City Engineer of LaGrande, in which he requests additional right of way for certain city streets and cul-de-sacs on other streets.

Our review of this, from data available here, would indicate the following:

1. Walnut and Birch Street intersection is restricted only in that we have an easement line through the area. Construction of the channel change actually fills against the existing bank and leaves a greater usable area at the intersection than presently exists.

2. Birch and Lake Street intersection is platted but apparently does not exist on the ground. Presumably a small triangular taking from Lot 6 would accomplish what they desire. It would appear that there is some question of a usable continuity of Lake Street a short distance west of this point if the plat on our right of way map is correct.

3. North Cherry and Russell intersection would appear to have more clearance at the corner than the 40-foot width which exists on the platted streets on each side. The small triangle required to satisfy their request would not appear to be expensive.

4. North Albany and 'X' Avenue intersection: 'X' Avenue does not appear to exist southerly of this area. The requested additional strip would appear to take out a house and serve no purpose.

Our data would indicate that these are all outside of the City except the Birch-Lake intersection. This is intended as a question, not an implication that we should summarily ignore the request.

In regard to cul-de-sacs, it appears that most of their streets presently dead end with no such provision, are short stubs which do not warrant cul-de-sacs, or have buildings occupying the platted street areas. Going through the list from the west interchange to the Wallowa Lake Highway would appear as follows:

Union Street dead ends and buildings occupy the right of way.

Umatilla Street dead ends at the river. We cut off the stub.

Alder Street dead ends at the river--buildings on the right of way.

Oak, Cedar, First, Third and Fourth will all be short or nonexistent stubs.

Fir and Greenwood dead end at City limits with no cul-de-sac.

Maple Street dead ends and we cut off 70 feet.

Pine Street dead ends presently. We leave a short stub.

'Z' Avenue has a fairly long stub.

'X' Avenue appears to dead end from the mosaic. Apparently we made a total taking of property to the north of 'X' Avenue and could set up right of way for a cul-de-sac.

Watson Avenue (west of the railroad) has a long stub under our present plan.

No review was made east of the railroad. Again it appears that few, if any, of these streets mentioned above are cut within the City and the need for cul-de-sacs in any event seems questionable.

Please review this and advise your recommendations.

F.D. Morgan
Construction Engineer

By ADOlson
A.D. Olsen
Urban Engineer

ADO:jp
Enclos.
cc: F.B. Klabee
Si Cox

RECEIVED
AUG 12 1968
OFFICE OF
STATE HIGHWAY ENGINEER

City of La Grande

COMMISSION ANAGER FORM OF GOVERNMENT
SINCE 1913

IN THE GRANDE RONDE VALLEY - - THE BLUE MOUNTAINS - - NORTHEASTERN OREGON

La Grande, Oregon

August 1, 1968

Mr. H. S. Cox
City County Relations
State Highway Building
Salem, Oregon 97301

Dear Mr. Cox:

I am writing to express the desires of our City Commissioners and City Manager, Mr. Snyder, concerning the proposed freeway through the north part of town.

Where the southerly right-of-way line of the freeway crosses through the following intersections, we would like for the State to provide the City with a minimum of 60 feet of right-of-way parallel to the freeway right-of-way line.

1. North Walnut & Polk Street.
2. North Birch & Lake Street.
3. North Cherry & Russell Street.
4. North Albany & X Avenue.

Some appear as Union Co. Rd's

This would prevent these areas from being dead ends.

Also, on every City right-of-way being crossed by the freeway and being dead ended by the same, we are requesting a minimum of a 90 foot cul-de-sac wherever there is not an intersection to relieve the dead end condition.

I am sorry if we are "behind the eight-ball" with these requests, but would appreciate whatever you can do to help us get these items taken care of.

Very truly yours,

Ronald Gross

Ronald Gross
City Engineer
Box 670
La Grande, Oregon 97850

RG/mc

RECEIVED
AUG 2 1968
ENGINEER
COUNTY & CITY DIVISION

FORM 121

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
FRED N. HILL, MEMBER
PENDLETON
THADDEUS B. BRUNO, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
AUG 19 1968

Const
I 80N-6(42)256
00733 7 inc

August 5, 1968

Union Pacific Railroad Company
828 Pittock Block
Portland, Oregon 97205

ATTENTION: Mr. O. W. Ryan
Manager of Properties

Re: Consideration of Easement
LaGrande Section
Old Oregon Trail Highway
Union County
R/W File: 41724
Your File: 1610-4
1610-5

Gentlemen:

We have received your letter of August 2, 1968 accepting our offer of $1,050 for the easements contained in the above-captioned right of way file.

We assume this will be included in the construction agreement which is now being prepared in Mr. Johnson's office.

As soon as the agreement is executed by both parties the consideration will be sent to you by our Right of Way Section.

NOTED
F. B. KLABOE

Very truly yours,

F. D. Morgan
Construction Engineer

By: ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

TWL:ss
cc: **Mr. W. G. Johnson**
R. E. Simpson (w/copy of UPRR letter)
F. B. Klaboe "
D. H. Moehring "
H. W. Snell "
A. F. Parson "
C. E. Payton "

RECEIVED
AUG 6 1968
OFFICE OF
STATE HIGHWAY ENGINEER

UNION PACIFIC RAILROAD COMPANY
LAND DIVISION

O. W. RYAN
MANAGER OF PROPERTIES
D. D. GLANZMAN
GENERAL TAX AGENT
L. A. FISHER
GENERAL INDUSTRIAL AGENT

PITTOCK BLOCK
PORTLAND, OREGON 97205

August 2, 1968

1610-5
1610-4

Mr. F. D. Morgan, Construction Engineer
State of Oregon
State Highway Department
Salem, Oregon 97310

Attention: Mr. T. W. Litchfield
Utilities Liaison Engineer

Dear Mr. Morgan:

Reference is made to your letter June 17 regarding consideration for twelve parcels of land on the LaGrande Section of Old Oregon Trail Highway in Union County, your R/W file 41724.

Your offer of $1,050 is accepted.

Very truly yours,

O W Ryan

Routing

Morgan
Decker
Bond
Barbee
Walker
Glenn
Swan

RECEIVED
AUG [illegible] 1968
CONSTRUCTION
DIVISION

Pease
Morelock
Trout
Scott
Wills
Litchfield
Olson

RECEIVED
MAR 28 1968
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

I-80N-6(42)256
7337

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

March 27, 1968

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. W. G. Johnson

Re: Consideration for Easement
LaGrande Section
Old Oregon Trail Highway
Union County
R/W File 41724
YOUR FILE: D 315 - 2 - 140

Gentlemen:

This is in reply to your letter of January 18, 1968, wherein you advise that the railroad will grant donated easements to the State for the overcrossing structures, but you request a consideration totaling $1,050 for encroachments at the Wallowa Lake Highway and Union Junction Overcrossings.

I have referred this matter to our Right of Way Section, and they have made a thorough investigation and appraisal of the property in question. It is our considered opinion that the value of the two parcels of property in question is $825, and we are prepared to recommend to the Commission that the State pay the railroad this amount for these parcels.

If this is satisfactory to the railroad, please proceed with the preparation of an agreement for the construction of this section.

Very truly yours,

F. D. Morgan
Construction Engineer

By: ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

NOTED
F. B. KLABOE

TWL:ss

cc: F. B. Klaboe
I. D. Merchant
D. H. Moehring
A. F. Parson
H. W. Snell
C. E. Payton

RECEIVED
MAR 27 1968
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-129

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FOR FILING

March 4, 1968

Mr. Sam R. Haley
Public Utility Commissioner
200 Public Service Building
Salem, Oregon 97310

Re: PUX 664 -SXF 425
OWRR&N Co.; UPRR Co.
Union County

Attention: Jim Ritchie

Dear Sir:

Order No. 44279 was issued on this file on December 11, 1967. Since that time it has been determined that there was an error in the exhibits insofar as they concerned the intersection of the centerline of the track with the centerline of the westbound and eastbound lanes of the highway.

Please place these corrected drawings in the file.

Corrected drawings have been sent to Board of County Commissioners of Union County, Union Pacific Railroad Co. and the Oregon-Washington Railroad & Navigation Co.

Very truly yours,

G. E. ROHDE
Chief Counsel

By

JACK L. SOLLIS
Utilities & Railroad
Attorney

NOTED
R. L. PORTER

JLS:lf
Attachment

cc: R. L. Porter
F. B. Klaboe
Ivan D. Merchant
F. D. Morgan
A. F. Parson
T. W. Litchfield
Harold Reynoldson

Board of County Commissioners
Union County Courthouse, LaGrande

Union Pacific Railroad Co.
Oregon-Washington Railroad Co.
c/o L. J. Bergmann
727 Pittock Block
Portland, Oregon 97205

RECEIVED
MAR - 5 1968
OFFICE OF
STATE HIGHWAY ENGINEER

DEC 28 1967

UNITED STATES GOVERNMENT

Memorandum

I-80N-6(42)256

7337

Moehring

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage St. NE. - Salem OR 97301

DATE: December 26, 1967

In reply refer to: 08-35.7

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : G. R. Brooks, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-6(29)256
La Grande Bypass Section
File 40365, Beymer

Right of Way Engineer D. H. Moehring's letter of December 20, 1967 submitted additional appraisal documentation to support the review appraisal of $3,650.

Federal funds will participate in any settlement that does not substantially exceed the review appraisal.

orig to Moehring
copy to Young
12-28-67

RECEIVED
DEC 27 1967
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
F. B. KLABOE

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

7337

12-11-67

Order #44279

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

SXF-425

In the matter of the application of the STATE OF OREGON to construct two highway crossings above grade across the tracks of Union Pacific Railroad Company.	ORDER

On October 3, 1967, the State of Oregon, by and through its State Highway Commission, filed an application with the Commissioner for authority to construct two highway-railroad overcrossing structures under the provisions of ORS 366.205 and 763.040.

Attached to the application are Oregon State Highway Department drawing sheet nos. 22932, 22933 and 23272. Said drawings set forth the physical details and dimensions concerning the proposed structures and their immediate vicinity.

The persons or parties affected by the proposed overcrossings are the Union Pacific Railroad Company and Union County. Copies of the application and attached drawings were served upon the above named parties who subsequently advised the Commissioner that they have no objections to the granting of the application.

Due consideration has been given to all representations set forth in the application and responses thereto. No issues within the purview of ORS 763.080 which would require a public hearing are raised by any railroad company or public body and the delay and expense which would be incurred by the holding of public hearing on this matter appear unjustified. A public hearing will, therefore, not be required.

Based upon the application, the record herein and field investigation by the Commissioner's staff it is found that:

The applicant herein is a "Public Authority," Union Pacific Railroad Company is a "Railroad" and the intersecting road is a "Highway" as defined in ORS 763.010.

In connection with the construction of the Interstate System Highway 80N, the State of Oregon, by and through its State Highway Commission, proposes to construct two overcrossing structures over the right of way and tracks of the Union Pacific Railroad Company. The proposed overcrossing structures will be located near La Grande in Union County in the N.E. ¼, of Section 22, Township 3 South, Range 38 East, Willamette Meridian.

Upon completion the combined average annual traffic will be 2500 with an estimated increase to 4400 vehicles per day in 20 years. Presently there are 18 train movements per day at the site of the proposed overcrossings. They consist of the operation of two passenger and six freight trains in each direction and two Westbound helper trains.

Applicant seeks no participation by the railroad in the cost of said structures.

The proposed overcrossings are for the accommodation of the public. No objections by any party hereto are made to the location of said railroad crossing structures, to the proposed manner of their construction, or to applicant's proposals for the allocation of work to be done and the apportioning of costs to be borne in connection with construction and maintenance of the crossing structures. Such proposals are just and reasonable and are hereby approved.

The proposed overhead crossing structures will be of modern design and construction capable of accommodating present anticipated vehicular traffic. It will eliminate those hazards inherent in highway railroad crossings at grade and therefore promote public safety and convenience, all in the public interest.

FORM E-123R 10M 6-67

RECEIVED
NOV 30 1967
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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED [illegible]
HELIX

I-80N-6(42)256
7337

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

November 28, 1967

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. W. G. Johnson

Re: Grade Crossings at
McAlister Lane & Bond Lane
LaGrande Section
Old Oregon Trail Highway
Union County
YOUR FILE: D 315-2-140

Gentlemen:

This is in reply to your letters of October 27, 1967 and November 21, 1967, wherein you ask if the State would consider the installation of automatic crossing protection at the above-captioned grade crossings at Railroad M. P. 293.28 and 293.95 in conjunction with the construction of the above-captioned section.

This matter has been referred to the Bureau of Public Roads, and we have been advised that the installation of Public Utility Commissioner's Standard No. 4 crossing gates with flashing light signals and gongs will be authorized as a portion of this project. It is understood that the State and Bureau of Public Roads will bear 90% of the actual cost of installation of these signals, and that the railroad will bear 10% of this cost. The cost of maintenance will be borne entirely by the railroad.

We will initiate an amended application to the PUC for the Bond Lane Crossing reflecting this change.

Very truly yours,

F. D. Morgan
Construction Engineer

By: ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:ss

cc: A. W. Parsons
Tom Edwards
F. B. Klaboe
L. H. Young
F. B. Crandall
A. F. Parson

NOTED
TOM EDWARDS

RECEIVED
NOV 29 1967
OFFICE OF
STATE HIGHWAY ENGINEER

Based upon the application, the record herein and field investigation by the Commissioner's staff it is found that:

The applicant herein is a "Public Authority," Union Pacific Railroad Company is a "Railroad" and the intersecting road is a "Highway" as defined in ORS 763.010.

In connection with the construction of the Interstate System Highway 80N, the State of Oregon, by and through its State Highway Commission, proposes to construct two overcrossing structures over the right of way and tracks of the Union Pacific Railroad Company. The proposed overcrossing structures will be located near La Grande in Union County in the N.E. ¼, of Section 22, Township 3 South, Range 38 East, Willamette Meridian.

Upon completion the combined average annual traffic will be 2500 with an estimated increase to 4400 vehicles per day in 20 years. Presently there are 18 train movements per day at the site of the proposed overcrossings. They consist of the operation of two passenger and six freight trains in each direction and two Westbound helper trains.

Applicant seeks no participation by the railroad in the cost of said structures.

The proposed overcrossings are for the accommodation of the public. No objections by any party hereto are made to the location of said railroad crossing structures, to the proposed manner of their construction, or to applicant's proposals for the allocation of work to be done and the apportioning of costs to be borne in connection with construction and maintenance of the crossing structures. Such proposals are just and reasonable and are hereby approved.

The proposed overhead crossing structures will be of modern design and construction capable of accommodating present anticipated vehicular traffic. It will eliminate those hazards inherent in highway railroad crossings at grade and therefore promote public safety and convenience, all in the public interest.

From the foregoing it is concluded that the application should be granted. It is therefore

ORDERED that the application of the State of Oregon, by and through its State Highway Commission, be and the same is hereby granted under the following terms and conditions:

1. The construction shall be done in a good and workmanlike manner and in accordance with accepted engineering practices. The construction shall be performed in conformance with the details as shown on the drawings submitted with the application and above identified;
2. All construction and maintenance work and costs occasioned by the project shall be done, apportioned and borne in accordance with the findings of the Commissioner as hereinabove made and approved; and it is further

ORDERED that the designation 2A-293.73-A be assigned to the Eastbound structure and 2A-293.77-A to the Westbound structure as a means of their identification in the Commissioner's Catalog of Railroad Crossings in Oregon.

Made, entered and effective DECEMBER 11 1967.

Sam R. Haley
Public Utility Commissioner

(SEAL)

FORM 2-1292 10M 6-67

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED [illegible]
HELIX

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
NOV 30 1967
FILING

I-80N-6(42)256
7337

November 28, 1967

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. W. G. Johnson

Re: Grade Crossings at
McAlister Lane & Bond Lane
LaGrande Section
Old Oregon Trail Highway
Union County
YOUR FILE: D 315-2-140

Gentlemen:

This is in reply to your letters of October 27, 1967 and November 21, 1967, wherein you ask if the State would consider the installation of automatic crossing protection at the above-captioned grade crossings at Railroad M. P. 293.28 and 293.95 in conjunction with the construction of the above-captioned section.

This matter has been referred to the Bureau of Public Roads, and we have been advised that the installation of Public Utility Commissioner's Standard No. 4 crossing gates with flashing light signals and gongs will be authorized as a portion of this project. It is understood that the State and Bureau of Public Roads will bear 90% of the actual cost of installation of these signals, and that the railroad will bear 10% of this cost. The cost of maintenance will be borne entirely by the railroad.

We will initiate an amended application to the PUC for the Bond Lane Crossing reflecting this change.

Very truly yours,

F. D. Morgan
Construction Engineer

By: ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:ss

cc: A. W. Parsons
Tom Edwards
F. B. Klaboe
L. H. Young
F. B. Crandall
A. F. Parson

NOTED
TOM EDWARDS

RECEIVED
NOV 29 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 27 1967

UNITED STATES GOVERNMENT

Memorandum

I-80N-6(42)256
7337

Klabon

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: November 22, 1967

In reply refer to: 08-35-EC/440

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

A. W. Parsons

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-6(32)256, LaGrande Section
U.P. Railroad: Grade Crossings

We have reviewed the information furnished by Mr. Litchfield's November 21 letter on the grade crossing of the subject railroad at McAlister Lane and Bond Lane. The installation of automatic crossing protection (gates and flashing lights) appears eligible for FAI participation under PPM 21-10 under the warrants of paragraph 20c(4)(c) as follows:

> McAlister Lane: The Interstate project will alter the sight distance and the crossing falls within the Interstate participation limits of the project.
>
> Bond Lane: The Interstate project will replace a former railroad grade crossing with a new crossing with a change in alignment and falls within the Interstate participation limits of the project.

Automatic crossing protection is replacing previously crossbuck protected crossings, therefore, under paragraph 5b(3) a 10 percent railroad liability is necessary.

In accordance with your usual policy in these crossings, application of the railroad liability will be under paragraph 7c(2) considering the total cost of the project.

11-27-67

REFERRED TO
Morgan Young Litchfield
BY ASST. STATE HWY. ENGR

RECEIVED
NOV 2[illegible] 1967
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY

7337

JLS:lf
11-13-67

PUX 664

BEFORE THE PUBLIC UTILITY COMMISSIONER OF OREGON

In the matter of the Application of the)
STATE OF OREGON, by and through its State)
Highway Commission, for authority to con-)
struct two Overcrossing structures over)
the tracks and right of way of the Oregon-)
Washington Railroad & Navigation Company,)
Union Pacific Railroad Company, Lessee,)
known as the UNION JUNCTION OVERCROSSINGS)
project, Near LaGrande, in the Northeast)
Quarter (NE¼) of Section 22, Township 3)
South, Range 38 East, Willamette Meridian,)
Union County, Oregon.)

No. SXF-425

REPLY

Comes now the Applicant, State of Oregon, by and through its State Highway Commission, for Reply to Respondent Railroads, respectfully admits, denies and alleges as follows:

I

Admits that portion of paragraph II of Respondent Railroads' Answer that alleges "there are two passenger trains each way, making a total of 18 train movements per day across the crossing."

II

Admits that portion of paragraph III of Respondent Railroads' Answer that alleges "that the center line of the roadway of the westbound structure intersects the center line of the existing track of the railroad at railroad station 250+86.01, and that the center line of the eastbound structure intersects the center line of the existing track of the railroad at railroad station 248+45.10."

III

Admits that under the heading "THINGS TO BE DONE BY THE RAILROAD," under paragraph (a) 3, of the Application, the words "and communication" should be inserted between the words "signal" and "lines".

JLS:lf
11-13-67

WHEREFORE, having fully replied to the Answer of Respondent Railroads, Applicant prays for the entry of an Order in accordance with the provisions of the Application as changed by the allegations in Respondent Railroads' Answer as admitted in this Reply.

Dated at Salem, Oregon, this 13th day of November, 1967.

STATE OF OREGON, by and through
its State Highway Commission
G. E. ROHDE
Assistant Attorney General and Chief
Counsel for the State Highway Commission

By______________________________
JACK L. SOLLIS
Utilities & Railroad Attorney

STATE OF OREGON)
) ss
County of Marion)

I, IVAN D. MERCHANT, being first duly sworn, say that I am Bridge Engineer for the Oregon State Highway Commission and that the foregoing Reply is true as I verily believe.

IVAN D. MERCHANT

Subscribed and sworn to before me this 13th day of November, 1967.

JACK L. SOLLIS
Notary Public for Oregon
My Commission expires December 19, 1968

I certify that the above is a true and correct copy of the foregoing Reply and the whole thereof.

____
Jack L. Sollis
Utilities & Railroad Attorney

7337

JLS:ja
9-28-67

PUX 664

BEFORE THE PUBLIC UTILITY COMMISSIONER OF OREGON

In the matter of the Application of the STATE OF OREGON, by and through its State Highway Commission, for authority to construct two Overcrossing structures over the tracks and right of way of the Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Lessee, known as the UNION JUNCTION OVERCROSSINGS project, Near LaGrande, in the Northeast Quarter (NE¼) of Section 22, Township 3 South, Range 38 East, Willamette Meridian, Union County, Oregon.	)	APPLICATION No.________________

The Applicant herein respectfully represents:

I

That the name and address of your Applicant are State of Oregon, by and through its State Highway Commission, State Highway Building, Salem, Oregon 97310.

II

That this Application is made under the authority of ORS 366.205 and ORS 763.040.

III

That for the proper service, safety and convenience of the public, Applicant is relocating a portion of the Old Oregon Trail Highway, State Primary Highway No. 6, also designated as Interstate System Highway 80N. Said relocation necessitates the construction of two Overcrossing structures over the right of way and tracks of the Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Lessee, as shown on Oregon

JLS:ja
9-28-67

State Highway Department Plan & Elevation Drawings Nos. 22932 and 22933, dated January 17, 1967, and January 19, 1967, respectively, titled Union Junction Interchange W.B. and Union Junction Interchange E.B., respectively, Old Oregon Trail Highway, LaGrande Section, Union County, and Oregon State Highway Department Vicinity Map, Drawing No. 23272, dated 1965, attached hereto and by this reference made a part hereof. This being a new highway route, the proposed structures will not replace any existing grade crossing so that it is considered that no benefit therefrom will accrue to the Railroad. In view of the foregoing, no participation in the construction cost of the proposed structures is sought from the Railroad.

IV

That due to the fact that the highway is a part of the Interstate System with complete access control and the speed of vehicles on said highway, overcrossing structures are the only feasible way of crossing said Railroad right of way and tracks.

V

That upon completion, the combined annual average traffic will be 2500 with an estimated increase to 4400 vehicles per day in 20 years. That there are 6 freight, 3 passenger trains each way and 2 Westbound helpers, making a total of 20 train movements per day.

VI

The centerline of the roadway of the westbound structure intersects the centerline of the existing track of the railroad at Highway Station "WB"

JLS:ja
9-28-67

338+58.26 equals Railroad Station 250+82.81 with an intersecting angle of 32°39'20" located in the Southeast Quadrant. The westbound structure is 489 feet long, consisting of 102-foot, 131-foot, 163-foot and 93-foot structural steel girder spans. The roadway width is 48 feet curb to curb, with no provisions for pedestrian traffic. The centerline of the eastbound structure intersects the centerline of the existing track at Highway Station "EB" 336+55.44 equals Railroad Station 248+41.90 with an intersecting angle of 32°39'20" located in the Southeast Quadrant. The eastbound structure is 483 feet long measured along the eastbound line and consists of 102-foot, 132-foot, 163-foot and 86-foot structural steel girder spans. The roadway width of this structure varies due to a decelerating lane on the right and is 40 feet between curbs at the north end, increasing to approximately 76 feet at the south end with no provisions for pedestrian traffic.

VII

That the Applicant proposes that the construction and maintenance of the project be handled and the costs thereof be borne as follows:

THINGS TO BE DONE BY STATE:

(a) Prepare plans and specifications and award a contract or contracts for the construction of the proposed grade separation structures, including highway approaches, and supervise the construction thereof.

JLS:ja
9-28-67

(b) Utilizing State and Federal highway funds only, finance the construction of said project, including reimbursement to Railroad Company for necessary expenditures incurred by it in connection therewith; said reimbursement shall be made pursuant to the accounting practices contained in Policy and Procedure Memorandum No. 30-3, issued by the Federal Bureau of Public Roads, under date of October 15, 1966, and amendments and supplements thereto.

(c) After completion of the construction of said project, maintain the overcrossing structures with their fills and approaches and other highway appurtenances.

THINGS TO BE DONE BY RAILROAD:

(a) Subject to reimbursement by Applicant under Federal regulations:

1. Furnish such engineering, inspection, watchman and flagman services as may be necessary to protect railroad operations during the period of the construction of the project.

2. If necessary, remove and replace right of way fences.

3. Remove its existing signal lines, protect the same during the construction period, and replace in a permanent location upon completion of the construction.

JLS:ja
9-28-67

(b) At its own cost and expense, maintain the railroad tracks with their appurtenances and facilities.

VIII

That at all times during construction and after completion of the proposed structures, the vertical and horizontal clearances will exceed the minimum standards established by the Public Utility Commissioner.

IX

That the project is located in the Northeast Quarter (NE¼) of Section 22, Township 3 South, Range 38 East, Willamette Meridian, Union County, Oregon.

Dated at Salem, Oregon, this 28th day of September, 1967.

STATE OF OREGON, by and through
its State Highway Commission

G. E. ROHDE

Assistant Attorney General and Chief
Counsel for the State Highway Commission

By________________________________
JACK L. SOLLIS
Utilities & Railroad Attorney

JLS:ja
9-28-67

STATE OF OREGON)
) ss
County of Marion)

I, IVAN D. MERCHANT, being first duly sworn, say that I am Bridge Engineer for the Oregon State Highway Commission and that the foregoing Application is true as I verily believe.

IVAN D. MERCHANT

Subscribed and sworn to before me this 28th day of September, 1967.

JACK L. SOLLIS
Notary Public for Oregon
My commission expires December 19, 1968

I certify that the above is a true and correct copy of the foregoing Application and the whole thereof.

JACK L. SOLLIS
Utilities & Railroad Attorney

RECEIVED
AUG 24 1967
FOR

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: August 18, 1967

In reply refer to: 08-35.6

I-80N-6(42)256

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. I. Merchant

7337

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: R. H. Tokerud
Division Bridge Engineer

SUBJECT: Oregon Project I-80N-6(18)262, La Grande Section
Preliminary Plans for Union Jct Interchange Structures
Bridges 9635 & 9635A

The preliminary plans submitted with Mr. Merchant's August 10, 1967 letter are approved.

As discussed with Mr. Wallace, the estimated costs of these have been revised to $623,000 for the westbound structure and $692,000 for the eastbound structure.

Copy - Merchant
Young
8-24-67

RECEIVED
AUG 22 1967
OFFICE
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
AUG 2 3 1967
FOR FILING

[illegible]
I-80N-6 (42) 256
7337 L

Agenda
4 r

August 2, 1967

MISC. CONTRACTS and
AGREEMENTS No. 3397

Union County Court
Courthouse
La Grande, Oregon 97850

Gentlemen:

Enclosed for your files is a fully executed copy of a throughway agreement covering the La Grande Section of the Old Oregon Trail in Union County.

A conformed copy of this agreement has been sent to the City of La Grande, and a fully executed copy has been retained for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

lmr
Enc.

cc: City of La Grande
(Conformed Copy)

H. S. Cox
Attn: D. N. Harwell
(Conformed Copy)

RECEIVED
JUN 22 1967
FOR FILING

Contr
R.H
Old Ore Tr

June 21, 1967

Oregon State Highway Commission

Gentlemen:

Presented for your consideration at the July 24 Commission meeting will be a throughway agreement with Union County pertaining to the La Grande Section of the Old Oregon Trail (I-80N).

This agreement provides for construction of the throughway, including interchanges and structures, and the reconstruction of portions of various roads or streets, road and street closures, utility relocation, and other pertinent problems relating to the construction of the facility.

Upon completion of the project, the County will assume maintenance, jurisdiction, and control of the various frontage roads and street connections that will be reconstructed as part of the project lying outside the city of La Grande.

This section is tentatively scheduled for the January 1968 bid letting and is estimated to cost approximately $9,550,000.

There will be a companion agreement with the City of La Grande, which is currently pending its signature, to be executed by you prior to construction.

We recommend your approval and request authority for the Secretary to sign the agreement for and on your behalf.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
F. B. Klaboe
Tom Edwards
Victor D. Wolfe
H. S. Cox
A. F. Parson
F. D. Morgan
C. H. Maison
L. H. Young

DNH:nr jw

RECEIVED
AUG 23 1967
FOR FILING

I-80N-6(42)256
7337

Agenda
4Q

[redacted] CONTRACTS and
AGREEMENTS No. 1707

August 2, 1967

City of La Grande
City Hall
La Grande, Oregon 97850

Attention: Mr. F. C. McShane
City Recorder

Gentlemen:

Enclosed for your files is a fully executed copy of a throughway agreement covering the La Grande Section of the Old Oregon Trail in Union County.

A conformed copy of this agreement has been sent to Union County, and a fully executed copy has been retained for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

hmr
Enc.

cc: Union County
(Conformed Copy)

H. S. Cox
Attn: D. N. Harwell
(Conformed Copy)

RECEIVED
JUL 17 1967
FOR FILING

Const
RW
Old Ore. T.

July 13, 1967

Oregon State Highway Commission

Gentlemen:

Presented for your consideration at the July 24 Commission meeting will be a throughway agreement with the City of La Grande pertaining to the La Grande Section of the Old Oregon Trail (I-80N) in Union County.

This agreement provides for construction of the throughway, including interchanges and structures, and for reconstruction of portions of certain streets, street closures, utilities relocation, and other matters relative to construction of the project.

Upon completion of the project, the City will assume maintenance, jurisdiction, and control of the city streets reconstructed as part of the project within the city limits.

This section is tentatively scheduled for the January 1968 bid letting at an estimated cost of approximately $9,550,000.

A companion agreement with Union County is also being presented for your approval at the July 24 meeting.

We recommend your approval and request authority for the Secretary to sign the agreement for and on your behalf.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
H. S. Cox
F. D. Morgan
L. H. Young
A. F. Parson

mw fn

RECEIVED
JUL 31 1967

FOR FILING

UNITED STATES GOVERNMENT

Memorandum

Klaboe

I-80N-6(42)256

7337

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

DATE: July 24, 1967

In reply refer to: 08-35.EC/710.11

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

T. Dec

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Federal-aid Interstate Program

Mr. Young's July 13, 1967 letter requested the inclusion of one item in the subject program. This Stage 2 Construction and Right-of-way Phase project is approved effective today:

Item	Project	Location	Work
503	I-80N-6(32)256	LaGrande Section	Util. & R.R. R/W U

You were authorized under Project I-80N-6(22)256 to proceed with the utility and railroad preparatory work on December 5, 1966. You are now authorized to proceed with utility right of way incidentals effective today.

This action provides for improvement on 6.37 miles of Interstate highway at a total estimated cost of $68,200.00 of which $62,720 is reserved as Federal-aid Interstate funds.

NOTED
F. B. KLABOE

7-31-67
Morgan

copies to
Young
Moehring
7-26-67

RECEIVED
JUL 25 1967
OFFICE
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUL 31 1967
FOR FILING

UNITED STATES GOVERNMENT

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

Memorandum

I-80N-6(42)256

TO 7337 Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: July 20, 1967

In reply refer to: 08-35.7

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: C J Mathias
C. J. Mathias
Division Right of Way Officer

SUBJECT: Oregon Project I-80N-6(29)256
La Grande Bypass
Right of Way

Returned herewith are the approved right of way plans for the subject project. This office authorized the acquisition of right of way on October 19, 1966, November 23,1966, May 16, 1967, June 15, 1967, and July 19, 1967. Federal participation is subject to the provisions of the 80 series PPM's.

The partial project agreement will be forwarded for your approval at a later date.

Enclosure
Plans

NOTED
F. B. KLABOE

orig to Young w/encl.
copy to Moehring
7-25-67

RECEIVED
JUL 21 1967
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUL 21 1967

UNITED STATES GOVERNMENT

Memorandum

Klaboe

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: July 19, 1967

In reply refer to: 08-35.7

I-80N-6(42)256
7337

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

T. Dec

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-6(29)256
La Grande Bypass Section
Right of Way

Our October 19, 1966 memorandum authorized you to proceed with relocation payments and incidentals and actual acquisition from Stations 201+00 to 360+00, and our November 23, 1966 memorandum authorized you to proceed with acquisition from Stations 97+70 to 201+00.

Mr. Young's July 11, 1967 letter requested authorization to proceed with actual acquisition on the balance of the subject project from Stations 47+50 to 97+70. We hereby authorize you to proceed with this acquisition, effective today, at a total estimated cost of $76,500.

NOTED
F. B. KLABOE

copies to
young
Mathring
7-25-67

R
JUL 2 1967
STATE HIGHWAY

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W.O.

FORM PR-1
(REV. 4-61)

FEDERAL - AID

(PPM

CARD 2	REPORT NUMBER 1 (18) (20)	PROJECT LOCATION (45 typewriter spaces) I-80N 0.6 Mi. N.W. La Grande S.E. 6.4 Mi. 21 65	**ADT**	PRESENT 2,250 (66)	FUTURE 4,500 (70)	YEA (71)

CARD 3	CHARACTER OF PROPOSED WORK (35 typewriter spaces) Utility and R.R. Adj. and Utility R/W 28 62	NATL. FOREST (63) (65)	FH ROUTE NO. (66) (68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. AUT (74)

CARD 4	CLASS OF FEDERAL FUNDS Interstate	COUNTY NAME	
	NAME OF URBAN AREA La Grande 17-31	ROUTE NO. I	FEDERAL-A I-80

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	WORK CLASS	WORK TYPE	STEP	TERMINI (Full description)	MILES	ESTIMATED PROJECT TOTAL ESTIMATED COST	FEDERAL FUNDS
1	(14-15)	(16	(41	42	43 46	53		(54) (58)	(59) (66)	(67)
5					**PE**		I-80N 0.6 Mi. N.W. of La Grande S.E. 6.4 Mi. (La Grande Section)			
5					**ROW** R/W U				1,000	920
5					**CONST** (CODE)				(9,535,000) 67,200	61,800

CARD 1	CODE 1	PREPARED BY	PROJECT TOTALS	6.37	68,200	62,720
1	14	PROGRAM APPROVAL DATES			(16) (23)	(24)

Additional Data - Items 282 and 466, Proj
programmed to facilitate construction by

7337

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

Mi.	**ADT**	PRESENT 2,250	FUTURE 4,500	YEAR 87	REGION 08	STATE NAME Oregon	STATE CODE 35	APPN CODE 042	ITEM NO. 503

SUPV AGCY	DA CLASSIF.	DA AREA	EMERG. YR.	PL. AUTH YR	PROJECT NUMBER PREFIX LETTER(S) I-	NUMBER SEQ. NO. 80-6(32)	I. Projects Only POST MI. 256	DESIG. N

COUNTY NAME Union			CODE 061	PROGRAM STAGE ☐ 1 OR ☒ 2
ROUTE NO. I	FEDERAL-AID I-80N	STATE	U.S. I-80N	

MILES	ESTIMATED PROJECT COST BY PHASES TOTAL ESTIMATED COST	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	CHARACTER OF PROPOSED WORK (Full description)
					Adj. of utility and R.R. facilities. Utility right of way (Future 4-12' lanes H.T. pave. with 10'R, 6'L shoulders, 76' median and 7 bridges)
	1,000	920	80		ROW-280' Min.; Access Control-Full; Parking Restrictions-Complete.
	(9,535,000) 67,200	61,800	5,400		
6.37	68,200	62,720	5,480		

REMARKS

Additional Data - Items 282 and 466, Projects I-80N-6(22) and I-80N-6(29). This project is being programmed to facilitate construction by early clearance of utility and R.R. conflicts.

USCOMM DUSCOMM-DC 46808-P61

RECEIVED
JUL 12 1967
FOR FILING

I-80N-6(42)256
7337

SP*23811-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 10, 1967

To:

Mr. L. H. Young
Office Engineer

BUILDING

SUBJECT: Utility Adjustments
LaGrande Section
Old Oregon Trail Highway
Union County
Project No. I-80N-6(22)256

Preliminary estimates for the cost of adjusting utilities on the subject project are as follows:

Utility Adjustment Costs:

California-Pacific Utilities Co.	$40,000
Pacific Northwest Bell	5,000
General Telephone Company	1,200
City of LaGrande	9,000
Total	$55,200

Utility Right of Way Costs:

California-Pacific Utilities Co.	$ 800
General Telephone Company	200
Total	$ 1,000

Railroad Facilities Adjustment Costs:

Union Pacific Railroad	$12,000
TOTAL	$78,200

NOTED
F. B. KLABOE

Please program the work detailed above into the construction stage.

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

RECEIVED
JUL 11 1967
OFFICE OF
STATE HIGHWAY ENGINEER

PGP:fw
cc: F. B. Klaboe
R. N. Chase

RE
JUL 6 - 1967

FOR

UNITED STATES GOVERNMENT

Memorandum

Klaboe

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

I-80N-6(42)256
7337

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: June 30, 1967

In reply refer to: 08-35-DA

A.W. Parsons

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-6(22)256
LaGrande Bypass
Old Oregon Trail Highway
Channel Change

Reference is made to Mr. Klaboe's June 23, 1967 letter concerning the above subject.

We concur in the construction of a channel change between Stations 60 and 100 based on a flow of 14,100 cfs.

Under Federal regulations you will be responsible for maintenance of this channel change. We would like to know if you plan to do the maintenance work with your forces or if you have arranged for some other agency to perform the work.

7-5-67
REFERRED TO
Young - Morgan - Cox
BY ASST. STATE HWY. ENGR.

NOTED
F. B. KLABOE

RECEIVED
JUL 3 1967
OFFICE
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUN 28 1967
FOR FILING

I-80N-6(42)256
7337

June 23, 1967

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Sir:

Re: Your File 08-35-DA

Some time ago, we presented a request for your approval of the 150-foot channel proposed for the Grande Ronde River between Highway Stations 60 and 100 on the Orodell-Union Junction Section of the Old Oregon Trail Highway (FAI-80N). In reply to our request, you had indicated in a letter dated October 12, 1966, that certain substantiating data be presented so that appraisal of our request could be made. We are now enclosing the following exhibits for your review:

1"=200' mosaic depicting limits of the 1965 flood in the vicinity as nearly as could be determined by high-water indications and eyewitness testimony.

2 prints of profile (100-foot channel) which show computed water surface elevations for both the 9,000 c.f.s. discharge and the 14,300 c.f.s. discharge. One print shows the effects with the limits of the channel change between Stations 60 and 77 and leaving the reach between Stations 77 and 100 as is; the other print shows the effect with the channel change between Stations 60 and 77 and improvement of the existing channel to the indicated width between Stations 77 and 100.

2 prints of profile (150-foot channel); same as above.

Also shown on the profiles is the water surface for the 1965 flood with respect to existing conditions. It is pointed out that 9,000 c.f.s. was the design discharge adopted by the Corps of Engineers for the Grande Ronde project based upon historical facts which indicated that the maximum discharge in the area prior to 1965 was estimated to be 10,000 c.f.s.; the 1965 flood discharge was found to be 14,100 c.f.s. (from U.S.G.S. Gage 13-3190 about two miles upstream from the proposed channel change)--the first estimate shortly after the flood was 14,500 c.f.s. The Corps had determined that the project flood peak discharge would be 15,600 c.f.s., which was revised to 9,000 c.f.s. since it appeared unlikely that discharges of this magnitude could occur; however, the 1965 flood approached this magnitude. From your general criteria, revised from PPM 20-4 (August 10, 1956), paragraph (a) Interstate System Projects, it would seem feasible to set the design discharge for the channel change/improvement at 14,100 c.f.s.

The following conclusions are drawn from the profiles:

(1) The 100-foot channel does not have adequate dimension to handle the 14,100 c.f.s. without a dike or other protection along the opposite bank. The profile indicates that more than half the length of the channel change would have to have this protection against flooding of the low-lying areas. On the other hand, the 150-foot channel is capable of handling the 14,100 c.f.s. discharge without the need for a dike.

(2) The "stair-step" design for the channel gradient shown on the profile was requested by the State Fish Commission to facilitate the migration of fish. From the profile, it is apparent that this treatment will be detrimental if used on the 100-foot channel because of erosive conditions that would be created in the channel (notice the series of hydraulic jumps that appear on the theoretical water surface). The erosive tendency is not apparent with respect to the 150-foot channel (notice, in this case, that the water surface is dropping and hydraulic jumps are virtually absent).

(3) The dike that would be required for the 100-foot channel would, in all probability, require the same amount of right-of-way as the 150-foot channel without the dike. From this standpoint, it appears that the 150-foot channel would be more desirable.

(4) Conditions downstream from the proposed bridge crossing (FAI-80N) would be virtually unchanged by the proposed channel change/improvement in either case; that is, it appears that the flooding effect downstream will remain the same as if no alteration of the channel were made.

From these facts, it is desirable that the 150-foot channel be adopted and that this channel width should be continuous between Stations 60 and 100 (it is brought to mind that the bankful capacity of the existing channel is only 6,000 c.f.s.). Reiterating our first stand, the advantage of the continuous channel change would be to alleviate possible damage to adjacent properties during floods of moderate magnitude (6,000 c.f.s. or greater). The 150-foot channel would be added insurance against possible liability since the State would very likely be charged with the responsibility should any damage occur as a result of modifying the natural state. A side benefit arising from the 150-foot channel is that the additional width over the 100-foot channel will produce a sizable quantity of materials which would be used in the construction of the highway embankments over the flood plain—this would undoubtedly bring a favorable unit cost for this item.

It might be pointed out that the Grande Ronde Dam and Reservoir was authorized by Congress in 1965 (the Catherine Creek Dam and Reservoir was also included in this package); however, no funds have been allocated to begin preconstruction planning studies. It would take at least seven years from the time funds are allocated to produce an operating dam on the Grande Ronde River. On this basis, it would appear that any reliance upon control of the river from this source can be neglected for this analysis since it would most likely be 10 years or more before the effect of the control could be realized.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

Encs.

cc: Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
A. F. Parson

WHT:ss srb

RECEIVED
JUN 19 1967

FOR FILING

UNITED STATES GOVERNMENT

Memorandum

Klabon

I-80N-6(42)256
7337

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: June 15, 1967

In reply refer to: 08-35-EC/710.11

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator
T. Dec

SUBJECT: Oregon Project I-80N-6(29)256
LaGrande Bypass Section (Right of Way)

Our right of way authorization memorandum of November 23, 1966 authorized you to proceed with actual acquisition from Stas 97+70 to 201+00, and our May 16, 1965 memorandum authorized you to proceed with several specific parcels. As requested by Mr. Young's June 8, 1967 letter, you are authorized to proceed with the acquisition in the vicinity of Sta 93+50 of the following parcels effective today:

40654 - Perry
40655 - Mondale
40656 - Kaelin

This authorization pertains only to those portions of these parcels that are reasonably necessary for Federal-aid Interstate funds.

6-16-67
REFERRED TO
Young - Moehring
S. Asst. State Hwy. Engr.

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JUN 1 C 1967
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAY 18 1967

Form [illegible]
(11-63)
(Pres.- by
A.O. 800-10)

UNITED STATES GOVERNMENT

Memorandum

klbw

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

I-80N-6(42)256

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: May 16, 1967

In reply refer to: 08-35-DA

7337

A. W. Parsons

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

1582

SUBJECT: Oregon Project I-80N-6(29)256
La Grande Section
Right of Way
(Mr. A. D. Olson's May 11 letter)

Our October 19, 1966 authorization memorandum withheld authorization to acquire parcels 40265(2, 40265(3), 40267, 40263(4) and 40268(2) pending justification of the associated work. Mr. Olson's letter provided the justification; therefore, we now authorize actual acquisition of the parcels effective today.

You are reminded that if the Highway Commission has accepted any options on the above parcels prior to the date of this authorization, such acquisition costs will not be eligible for Federal participation.

NOTED
F. R. [illegible]

5-18-67

REFERRED TO
Young - Mackenzie - Morgan
BY ASST. STATE HWY. ENGR

RECEIVED
MAY 17 1967
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form CD-121 UNITED STATES GOVERNMENT
(11-58)
(Prsc. by
A.O. 206-10)

Memorandum

MAY

FOR FILING

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
[redacted]
Bureau of Public Roads
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. I. D. Merchant

I-80N-6(42)256

FROM 7337 A. W. Parsons, Division Engineer
Salem, Oregon

DATE: May 4, 1967

In reply refer to: 08-35.6

By: R. H. Tokerud
R. H. Tokerud
Division Bridge Engineer

SUBJECT: Oregon Project I-80N-6(22)256
La Grande Bypass Section
Wallowa Lake Highway Interchange Structures
Preliminary Plans for Bridges 9632 and 9632A

Preliminary plans consisting of Drawing No. 22957 and Grading Sheet No. 8 submitted with Mr. Merchant's letter of April 18 have been reviewed and are approved.

Cy
Merchant
[illegible]
5-8-67

RECEIVED
MAY 5 1967
OFFICE OF
STATE HIGHWAY ENGINEER

[illegible]
TOM [illegible]

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
APR 27 1967

FOR FILING

I-80N-6(42)256
7337

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 26, 1967

SUBJECT:
Wallowa Lake Hwy. Intchg.
La Grande Section
Old Oregon Trail Hwy.
Union County
Brs. Nos. 9632 and 9632A

To:
G. E. Rohde
Chief Counsel

1542

BUILDING

Att.: Jack Sollis

In the process of bringing the present Old Oregon Trail Highway up to Interstate standards, we are changing the alignment near the City of La Grande and in doing so, it becomes necessary to cross the Joseph Branch of the Union Pacific Railroad and the Wallowa Lake Highway near the junction of Watson Street and the Wallowa Lake Highway.

Twelve prints of Dwgs. Nos. 22054 and 22957, the vicinity map and plan and elevation drawings, respectively, are attached for use as exhibits in our application for a PUC order.

The proposed structures are located in the northwest quarter of the southwest quarter of Section 4, T. 3 S., R. 38 E., W.M., Union County, Oregon. The centerline of the roadway of the eastbound structure intersects the centerline of the existing track of the railroad at Hwy. Sta. EB 174+88.90 POT = R.R. Sta. 45+77.90 POT with an intersecting angle of 94° 21' 30" in the southeast and southwest quadrants. The centerline of the westbound structure intersects the centerline of the existing track at Hwy. Sta. WB 174+98.81 POT = R.R. Sta. 47+08.28 POT with an intersecting angle of 85° 38' 30" located in the northeast and southeast quadrants. The eastbound structure will have a 40' roadway widened at the southerly end to provide for an exit ramp. It will be 306' long and will consist of 126' and 150' structural steel plate girder spans with a 30' filled abutment on the southerly end. The westbound structure will have a 48' roadway and will be 307' long, consisting of 127' and 150' structural steel plate girder spans with a 30' filled abutment at the southerly end. These structures will be located on a 2200' vertical curve with an ascending grade of 1.9482% to the south and an ascending grade of 2.9533% to the north. The minimum vertical and horizontal clearances will be equal to or exceed the minimum clearances as shown on Dwg. No. 22957 which exceed

NOTED
TOM EDWARDS

the minimums required by the Public Utilities Commission.

The estimated average traffic on the overcrossing is approximately 2200 with an anticipated increase to 4400 vehicles per day in 20 years.

The railroad movements at the site are three trains per day except on Saturdays, making 18 trains per week.

These overcrossings are to be constructed with federal and state funds and since the railroad will not benefit from the construction of these structures, no participation in the cost is requested from the railroad. Any necessary expense incurred by the railroad in connection with the construction of this project will be reimbursed as permitted by FPM 30-3 with amendments and additions thereto.

In this construction project, the State should do the following things: Prepare plans, estimates, award a contract and supervise construction. Upon completion of the project, the State will maintain the structures and all highway appurtenances. In this construction project, the railroad should furnish preliminary engineering, watchman and flagman services to protect its operations during construction and if necessary, remove its signal and communication lines during the construction period and replace in final location upon completion of construction and maintain the roadbed and trackage at its own cost and expense.

Will you please prepare an application for a PUC order permitting this construction.

ORIGINAL SIGNED
T. C. ROAKE
Theo. C. Roake
Assistant Bridge Engineer

TCR:mb
Att.
cc: Tom Edwards
Ted Litchfield

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APR 27 1967
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STATE HIGHWAY ENGINEER

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COMMISSIONERS
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PORTLAND

I-80N-6(42)256
1337

K Assignment No. 1582

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 19, 1967

1582

State of Oregon
Fish Commission of Oregon
307 State Office Building
Portland, Oregon 97201

ATTENTION: Mr. Burt Carnegie
Hydraulics Engineer

NOTED
F. B. KLABOE

Gentlemen:

With regard to the proposed channel change of the Grande Ronde River through La Grande, we will consider your suggestion to place boulders at the specified locations indicated in your letter of March 31.

It might be well to inform you that we are currently analyzing the reach of the Grande Ronde River involved in this channel change for back-water effect for several flood discharges. It may develop that a change in the channel cross-section may evolve as a result of this study which may necessitate some change in the design for fish propagation. At any rate, we will keep you informed.

Thank you for your cooperation.

Very truly yours,

F.D. Morgan
Construction Engineer

By D. J. Barbee

D.J. Barbee
Assistant Construction Engineer

WHT;sg
cc: ~~F. B. Klaboe~~
V.D. Wolfe

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APR 20 1967
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STATE HIGHWAY ENGINEER

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HERMAN P. MEIERJURGEN, CHAIRMAN, BEAVERTON
EDW. G. HUFFSCHMIDT, PORTLAND
LEONARD N. HALL, CHARLESTON

STATE OF OREGON
FISH COMMISSION OF OREGON
307 STATE OFFICE BLDG., 1400 S. W. 5TH AVENUE
PORTLAND 97201

5168
APR 5 67

Referred to
Mabee

March 31, 1967

Mr. Forrest Cooper
Oregon State Highway Department
Highway Building
Salem, Oregon 97310

Dear Mr. Cooper:

La Grande Section, Old Oregon
Trail Highway, Union County

This is to supplement our letter to you dated March 28, 1967 regarding channeling the Grande Ronde River at La Grande.

We suggest that several large boulders be placed at the upper end of each 300-foot sloped section to help maintain the pool-riffle effect in the stream after high flows.

Sincerely,

Burt Carnegie
BURT CARNEGIE
HYDRAULICS ENGINEER

cc: Oregon State Game Commission

Routing
Morgan
Decker
Bond
Barbee
Walker
Glenn
Swan
Scott
Wills
Litchfield
Olson

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DIVISION

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4-10-67
W. H. TEBEAU

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APR 3 1967
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APR 18 1967

JOHN [illegible] SMITH, KLAMATH FALLS
J. [illegible]
VICE CHAIRMAN
JOHN P. AMACHER, WINCHESTER
TALLANT [illegible]
WAYNE E. PHILLIPS, BAKER

I-8ON-6(42) 956
7337

STATE OF OREGON
OREGON STATE GAME COMMISSION
1634 S. W. ALDER STREET
PORTLAND

MAILING ADDRESS
P. O. BOX 3503
PORTLAND, OREGON 97208

April 12, 1967

NOTED
F. B. KLABOE

State Highway Director
State Highway Department
Salem, Oregon 97310

Attn: Mr. F. D. Morgan

Dear Sir:

We are replying to your inquiry regarding recommendations for fish protection on, "La Grande Section, Old Oregon Trail Highway, Union County.

We wish to concur with remarks in the two letters from the Oregon Fish Commission, dated March 28, and 31. The use of boulders up to two cubic feet in size has proven suitable in several eastern Oregon streams on similar changes.

Assistance in determining the proper number and placement areas of large rock can be obtained through our regional office in La Grande.

The opportunity to offer comments on this project is appreciated.

Very truly yours,

P. W. SCHNEIDER
DIRECTOR

By R. O. Koski
R. O. Koski
Chief of Liberations

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APR 14 1967
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ROK/dm

cc: Director OFC
Bill Brown

4-14-67 Copies to:
F. B. Klaboe
L. H. Young
Frank Hall
T. C. Roake
J. E. Morelock
A. F. Parson (2)
fw

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Morelock
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Wills
Litchfield
Olson

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HERMAN P. MEIERJURGEN, BEAVERTON
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STATE OF OREGON
FISH COMMISSION OF OREGON
307 STATE OFFICE BLDG . 1400 S. W. 5TH AVENUE
PORTLAND 97201

March 28, 1967

NOTED
F. B. KLAB

Mr. Forrest Cooper
Oregon State Highway Department
Highway Building
Salem, Oregon 97310

Attention Mr. F. D. Morgan

Dear Mr. Cooper:

The proposed highway project titled LaGrande Section, Old Oregon Trail Highway, Union County, submitted to us by your letter dated March 21, 1967 has been reviewed.

The channel change alignment and average gradient shown meets with our approval. However, rather than a uniform gradient for the full length of the channel change that would result in a long continuous riffle section of river, we request that the slope be alternated between 300 ft. one percent grade sections and flat sections, and fitted into the design grades shown on the plans.

Steelhead trout utilize this reach of river for spawning; thus the bottom of the channel bed must have the same gravel composition as the original riverbed.

Your cooperation in this matter will be appreciated.

Sincerely,

Burt Carnegie
BURT CARNEGIE
HYDRAULICS ENGINEER

cc: Oregon State Game Commission

Routing
Morgan
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Bond
Barbee
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Glinn
Swan

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Frank Hall
T. C. Roake
J. E. Morelock
A. F. Parson (2)
fw

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WAYNE E. PHILLIPS, BAKER

STATE OF OREGON
OREGON STATE GAME COMMISSION
1034 S. W. ALDER STREET
PORTLAND

MAILING ADDRESS
P. O. BOX 3503
PORTLAND, OREGON 97208

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Barbee
Walker
Morelock
Scott

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MAR 28 1967
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DIVISION

NOTED
F. B. KLABOE

March 27, 1967

State Highway Engineer
State Highway Department
Salem, Oregon 97310

Attention: Mr. F. D. Morgan

Dear Sir:

This is in reply to your letter of March 21, 1967 which had enclosed the plan title sheets for a number of projects.

The following projects should have no adverse effect on fishery resources and are approved:

North Albany Interchange Section, Pacific Highway, Linn County
Stanfield Junction-Pendleton Section, Old Oregon Trail Highway, Umatilla County
Delena-Rainier Section, Columbia River Highway, Columbia County
Burlington-Portland Section, Columbia River Highway, Multnomah County
Reese Creek-Reese Creek Summit Section, FAS 287, Jackson County
Holmes Gap-Baskett Slough Section, Pacific Highway West, Polk County
Kent Section, FAS 666 and 668, Sherman County
Powell Valley Road-Duncan Road Section, Mt. Hood Highway, Clackamas County
Halsey-Eugene Section, Albany-Junction City and Pacific Highways, Lane and Linn Counties
Drake Creek-Warner Highway Section, FAS 807, Lake County

Regarding the LaGrande Section, we wish to consult with our regional personnel before approval. Considerable spawning of anadromous fish occurs in the area of the extensive channel change and some provisions may be needed.

We will write you regarding this project in a very short time.

Very truly yours,

P. W. SCHNEIDER
DIRECTOR
By R. O. Koski
R. O. Koski
Chief of Liberations

3-28-67 Copies to:

F. B. Klaboe
L. H. Young
Frank Hall (11)
T. C. Roake
J. E. Morelock
L.W. Rulien (4)
R.D. Asburry (8)
L.R. Chandler (4)
J. F. Putnam (4)
A. F. Pareon (4)

fw

ROK/dm

cc: Director OFC

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MAR 29 1967
OFFICE OF
STATE HIGHWAY ENGINEER

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APR 4 1967

HERMAN P. MEIERJURGEN, BEAVERTON
EDW. G. HUFFSCHMIDT PORTLAND
LEONARD N. HALL CHARLESTON

I-80N-6(42)256
7337

STATE OF OREGON
FISH COMMISSION OF OREGON
307 STATE OFFICE BLDG 1400 S W 5TH AVENUE
PORTLAND 97201

March 27, 1967

Mr. Forrest Cooper
Oregon State Highway Department
Highway Building
Salem, Oregon 97310

Attention Mr. F. D. Morgan

Dear Mr. Cooper:

The following plan title sheets of proposed highway projects transmitted to us by your letter dated March 21, 1967 have been received:

Stanfield Junction-Pendleton Section, Old Oregon Trail Highway, Umatilla County.

Holmes Gap-Baskett Slough Section, Pacific Highway West, Polk County.

Burlington-Portland Section, Columbia River Highway, Multnomah County.

LaGrande Section, Old Oregon Trail Highway, Union County.

We anticipate no fishery conflicts with the first three projects, and they are approved.

The LaGrande Section of highway is being evaluated. Our comments will be forthcoming in the near future.

Sincerely,

Burt Carnegie

BURT CARNEGIE
HYDRAULICS ENGINEER

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Morgan
Decker
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Barbee
Walker
Olson

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MAR 30 1967
CONSTRUCTION DIVISION

3-30-67 Copies to:
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Frank Hall (4)
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J. E. Morelock

MAR 30 1967

Porter

FORM B-1283 80M 7-66

COMMISSIONERS
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PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

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FEB 1967
FOR FILING

I-80N-1(42)256
1337

February 1, 1967

File No. 40336
Oro Dell-Union
Junction Section
Old Oregon Trail
Union County

Mrs. Walter Young
Route 1, Box 91
LaGrande, Oregon 97850

Dear Mrs. Young:

Your letter addressed to Mr. Cooper has been referred to me for reply. I am asking our Appraisal Supervisor to re-examine the appraisal of your property. One of his men will be in LaGrande next week and after he has had an opportunity to take another look at your property with the appraisal in hand the Right of Way Agent will contact you.

NOTED
R. L. PORTER

Very truly yours,

G. E. ROHDE
Chief Counsel

D. H. Moehring
Right of Way Engineer

DHM:JP
cc: R. L. Porter ✓
G. E. Rohde
C. Smith
H. W. Snell

RE
FEB 2 1967
C
STATE HI

4776

Our place is 91' X 300'.

REFERRED TO
Moehring
BY DEPUTY STATE HIGHWAY ENGINEER

1-27-67

X Butler

La Grande Oregon
Jan. 26, 1967

RECEIVED
JAN 27 1967
OFFICE OF
STATE HIGHWAY ENGINEER

Mr. Forrest Cooper
Salem, Oregon

Dear Sir:-

I am writing in regard to our home here in La Grande, Which is to be taken by the Freeway.

We own a "short" acre and a bath, two-bedroom house, large dining room, large living room, sun porch, utility room and Kitchen with nice built-ins. Our house has cement foundation, 2/3 basement with cement floor, coal room and fruit room and a good furnace. We have a nice two car garage with cement foundation, good cement walk. We have fruit trees lawn, flowers, hedge and a good irrigation well. Our place is on a good street.

X to Orig Moehring 1-27-67

Mr. He[illegible]er was here a[illegible] offered us $9300, we do not think this is a fair price, as we can not replace our house for that. We have looked at numerous places but can find nothing for this price.

We do not expect a house better than we have but one equally as good.

My husband is retired and we are living on our pensions, so we do not have extra money to put on another place.

We turned down an offer of $11,500 several years ago and property has gone up a lot since then.

Hoping you can help us out of this situation, we feel certain that the High way people want to do what is right. We are not trying to take advantage and get a house better than what we have.

RECEIVED
JAN 13 1967

Form No. 10 (11-63) A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

I-80N-6(42)256

4337

Mochring

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: January 10, 1967

In reply refer to: 08-35.7

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: C J Mathias
C. J. Mathias
Division Right of Way Officer

SUBJECT: Oregon Project I-80N-6(29)256
Oro Dell - Union County Section (LaGrande Bypass)

Please refer to Assistant Right of Way Engineer John R. Oakes' letter of December 22, 1966 submitting some information concerning the justification for continuation of a frontage road between Stations 105 and 117. The data submitted indicates that a private land economic justification is not applicable as the frontage road will serve a County of Union gravel source and riverbank maintenance for flood control. The submitted information is not adequate as a justification to purchase the right of way which would serve as access to this remainder property.

It is requested that a justification be prepared that would indicate whether or not any monetary damages would accrue to the County of Union's property if the right of way is not acquired for an access. It would also be appropriate to provide additional information as to the agency that must utilize this access for riverbank maintenance and whether or not there are other means to accomplish such maintenance. Any other pertinent information should be included in your reply.

orig to Mochring
1-11-67
copy to Young
1-12-67

RECEIVED
JAN 11 1967
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Porter

RECEIVED
DEC 27 1966

[illegible]
I-80N-6(42)256
7337

NOTED
R. L. PORTER

December 22, 1966

Mr. A. W. Parsons
Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

08-35-EC/710.11
Our File Nos. 40328, 40331
Oregon Project I-80N-6(29)256
Oro Dell-Union Junction Section
Union County

Attention Mr. T. Dec
Assistant Division Engineer

Gentlemen:

In your letter of November 21, 1966, you withheld participation in the right of way or other costs for the frontage road on the north between stations 105 to 117 pending justification. Please be advised that this justification is now on the file.

Very truly yours,

G. E. ROHDE
Chief Counsel

John R. Oakes
Assistant Right of Way Engineer

JRO:CE
Enclosure
cc: R. L. Porter ✓
F. B. Klaboe
C. H. Maison
L. H. Young
G. E. Rohde
M. R. Mitchell

RECEIVED
DEC 23 1966
OFFICE OF
STATE HIGHWAY ENGINEER

40328
40331

LAND SERVICE
ECONOMIC EVALUATION REPORT SUMMARY

Proposed land service (identify and describe) Frontage road from Engineers Station 116+50-127+00 LT.

File Number	Owner	Additional Cost	Saving	Cumulative Total
	Harold & Avie Lange #1	$	$	$
	#2			
	J. & M. Halsey			
	Maurice & Anna Lange			
		$13,975.00	$16,150.00	$16,150.00

Frontage road leads to one private road serving all above properties.

NOTE

Purchase of right of way only - no construction - Station 104+50-116+50 to serve County of Union gravel source and river bank maintenance for flood control. 1.93 acres x $750.00 = $1,450.00. This cost reflects a public necessity. Private land economic justification is not applicable.

Note: This Summary is to be prepared when a proposed land service appurtenance will serve more than one property, normally a frontage road. Under Cumulative Total, indicate whether Cost or Saving. List files in sequence beginning at highway connection and working toward outer extremity of land service facility.

March, 1966
Date

L. F. Sheridan
Liaison Agent

RECEIVED
DEC 22 1966
RIGHT OF WAY

RECEIVED
DEC 9 - 1966

Form CD-121
(1-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

Klaboe

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

I-80N-6(42)256

7337

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: December 5, 1966

In reply refer to: 08-35-EC/710.11

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec T. Dec
Engineering Coordinator

SUBJECT: Oregon Project I-80N-6(22)256
La Grande Bypass Section
Preliminary Engineering (Utility and Railroad)

In accordance with Mr. Young's November 3, 1966 request, we approve the addition of the following work as a minor program change to the subject project effective today:

> Preliminary engineering and preparatory work by utility and railroad companies.

You are authorized to proceed with utility and railroad preparatory work effective today for the portions of this project on which construction has not been undertaken. You are advised that this authorization provides for reimbursement only for work accomplished subsequent to this date.

12-8-66
REFERRED TO
Young
By Asst. State Hwy. Engr

NOTED
F. B. KLABOE

[illegible]

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

11-23-66

RESOLUTION NUMBER 2076

SERIES 1966

WHEREAS, the City of La Grande could be adversely affected by the construction of a modern grade separation crossing of the railroad at Spruce Street that would not bring Highway 82 traffic into La Grande on Adams Avenue,

NOW THEREFORE, be it resolved by the City Commission of the City of La Grande, that the City request, and it does hereby request the State Highway Department through the State Highway Engineer to make a feasibility study of bringing this and other southerly bound traffic to Adams Avenue over the Cove Avenue route to include a full diamond interchange at the crossing of Cove Avenue by the proposed freeway bypass.

DATED at La Grande, Oregon, this 23rd day of November, 1966.

L. W. Hermann
Stuart J. Wylde
E. Milling
Robert S. Orr
Ray H. Snider
City Commission

ATTEST:
F. C. McShane
Recorder-Treasurer.

7337

11-23-66

RESOLUTION NUMBER 2076

SERIES 1966

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DATED at La Grande, Oregon, this 23rd day of November, 1966.

L. W. Hermann

Stuart F. Wylde

[illegible] E. Mill[illegible]

Robert S. Orr

Ray H. Snider

City Commission

ATTEST:

F. C. McShane

Recorder-Treasurer.

RECEIVED
DEC 7 - 1966

FOR FILING

P

Form CD-121 (11-63) (Pres. by A.O. 216-10)

I-80N-6(29)256

7537

UNITED STATES GOVERNMENT

Memorandum

Klaboe
Moehring

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: November 23, 1966

In reply refer to: 08-35-EC/710.11

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

T. Dec

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-6(29)256
La Grande Bypass (Right of Way)

Our October 19, 1966 program memorandum approved the subject project and authorized you to proceed with relocation payments and incidentals for the total project and acquisition from Stations 201+00 to 360+00 with certain exceptions.

Mr. Young's November 1, 1966 letter requested authorization to proceed with actual acquisition from Stations 97+70 to 201+00. We hereby authorize you to proceed with this acquisition effective today, subject to the following:

1. Participation in right of way or other costs for the frontage road on the north between Stations 105 to 117 is withheld pending our approval of suitable justification for the frontage road.
2. Our participation in the costs of title reports is subject to your compliance with your Civil Rights Assurances.
3. Establishment of relocation project office in accordance with Paragraph 7d of PPM 21-4.4

orig to Moehring
11-28
copy to Young

RECEIVED
NOV 25 1966
STATE HIGHWAY

copy to
Morgan
12-7-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
OCT 2 1 1966
FOR FILING

I-80N-6(42) 256
7337

October 20, 1966

1172

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Sir:

Your File: 08-35-DA

This is to acknowledge receipt of your letter regarding the proposed channel change of the Grande Ronde River (in La Grande) on the Orodell-Union Junction Section of FAI-80N.

Your comments have been referred to our hydraulics section which will undertake to secure the necessary documentation to aid in deciding the extent of Federal participation in the channel change.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. H. Young
A. F. Parson

WHT:sg srb

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

Klaboe

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: October 12, 1966

In reply refer to: 08-35-DA

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

A. W. Parsons

SUBJECT: Oregon Project I-80N-6(22)256
La Grande Bypass
Channel Change

Routing
Morgan
Decker
Bond
Barbee
Walker
Glenn
Swan
Trout
Scott
Wills
Litchfield
Olson

RECEIVED
OCT 17 1966
CONSTRUCTION
DIVISION

Reference is made to Mr. Klaboe's letter of August 25, 1966 and attachments.

Your concern about the State's liability may be well founded because of the proximity of the proposed highway to previously flooded areas. However, there is apparent difference of opinion concerning what discharge should be used in determining the extent of the river work required. Sufficient data were not included to permit this office to make a completed analysis of conditions that may result from the construction of the freeway by La Grande.

In order to aid in determining if the proposed channel work would be eligible for Federal participation we suggest that the following hydraulic analysis be made:

1. Document the limits of the 1965 flood in this area and record any flood marks for the 1932 flood.

2. Cross-section the river channel and flood plain between stations 50 and 100 and compute backwater profiles for this reach of river using the 1965 flood of 14,100 cfs for the following conditions:

a. The existing channel and flood plain, in order to check assumptions in the routing computations.

b. With the channel change from 60 to 77 and the remaining existing channel.

c. For both the 100-foot and 150-foot bottom width channels continuous between stations 50 and 100.

(more)

orig
REFERRED TO
Barbee
By Asst. State Hwy. Engr.
copy to Young
10-14-66

NOTED
10-18-66
W. H. TEBEAU

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

3. We would repeat this routing procedure using the recommended flood discharge of 9,000 cfs for the same conditions listed above.

4. Finally, we would attempt to design a channel to convey the 9,000 cfs without appreciable damage, but which would also convey the 14,500 cfs without catastrophic results.

RECEIVED
OCT 13 1966
OFFI
STATE HIGHWAY ENGINEER

RECEIVED
OCT 25 1966
FOR FILING

Form CD-121 (11-63) (Pres. by A.O. 206-10) UNITED STATES GOVERNMENT

Memorandum

Klaboe

I-80N-6(42)256

7337

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street, NE
Salem, Oregon 97301

DATE: October 19, 1966

In reply refer to: 08-35.EC/710.11

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec T. Dec
Engineering Coordinator

SUBJECT: Oregon Federal-aid Interstate Program

Mr. Young's October 12, 1966 letters submitted four projects for inclusion in the subject program. These Stage 2 Construction and Right of Way phase projects are approved effective today and are detailed as follows:

Item	Project	Location	Work
466	I-80N-6(29)256	LaGrande ByPass Section	ROW
467	I-5-4(55)197	SPRR & Game Farm Rd. O'xing	Structure
468	I-80N-2(36)61	2nd Ave. Interchange (Hood River)	Illumination
469	I-80N-5(23)169	Irrigon Jct-Stanfield Jct.	5 structures

On Item 466, LaGrande ByPass Section, you are authorized to proceed with right of way incidentals and relocation payments on the entire project, and with actual acquisition from Station 201 to 360. This authorization for acquisition does not include parcels 40265(2), 40265(3), 40267, 40263(4) and 40268(2) as the associated work has not been justified or approved. In addition all land service facilities for land owners must be justified in accordance with State liaison procedures and your files appropriately documented.

This approval provides for improvement on 6.213 miles of Interstate Highway at a total estimated cost of $3,014,000 of which $2,772,800 is reserved as Federal-aid Interstate funds.

REFERRED TO
Young -
BY ASST. STATE HWY. ENGR. 10-24-66

NOTED
F. B. KLABOE

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

MONTHLY TRANSACTION NO.	FORM PR-1 (REV. 4-61)
DATE SUBMITTED TO W. O.	

FEDERAL-AID

(PPM

CARD 2	REPORT NUMBER 1 (19) (20)	PROJECT LOCATION (45 typewriter spaces) I-80N 0.6 mi. N.W. La Grande S.E. 6.2 mi. 21 65	**ADT**	PRESENT 2,250	FUTURE 4,500 (68) (70)	YEA 8 (71)

CARD 3	CHARACTER OF PROPOSED WORK (35 typewriter spaces) ROW Purchase 28 62	NATL. FOREST (63) (65)	FH ROUTE NO. (66) (68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	FL. AU (74)

CARD 4	CLASS OF FEDERAL FUNDS Interstate	COUNTY NAME Un	
	NAME OF URBAN AREA 17-31 La Grande	ROUTE NO. I	FEDERAL-A I-80N

CARD	LINE NO.	CHANGE CODE	PROJECT CODE	WORK CLASS	WORK TYPE	STEP	TERMINI (Full description)	MILES	ESTIMATED PROJECT TOTAL ESTIMATED COST	 FEDERAL FUNDS
1	(14-15)	(16)	41	42	43 46	53		(54) (56)	(59) (66)	(67)
5					**PE**		I-80N 0.6 mi. N.W. La Grande S.E. 6.2 mi.			
5					**ROW**		(La Grande Bypass Section)	6.15	1,400,000	1,288,000
5					**CONST** (CODE)				(8,000,000)	

CARD 1	CODE 1	PREPARED BY	PROJECT TOTALS	6.15	1,400,000	1,288,000
1	14	PROGRAM APPROVAL DATES			(16) (23)	(24)

I-80N-6(22)256. Assistanc
Businesses $28,600. 104(b

7337

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

65	**ADT**	PRESENT 2,250	FUTURE 4,500 (66) (70)	YEAR 86 (71) (72)	REGION 08	STATE NAME Oregon	STATE CODE 35 (2) (3)	APPN CODE 042 (4) (8)
								ITEM NO. 466 (14) (18)

(66)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. AUTH YR (74) (75)	PROJECT NUMBER PREFIX LETTER(S) I- 14 23	NUMBER SEQ. NO. 80- 6(29) 7 13

I. Projects Only

POST MI.	DESIG.
256 (24) (26)	N 27

COUNTY NAME Union	CODE 061 (14) (16)	PROGRAM STAGE
ROUTE NO. I	FEDERAL-AID I-80N (32)	STATE (36)
U.S. (37) I-80N (41)		☐ 1 OR ☒ 2

MILES (54) (58)	ESTIMATED PROJECT COST BY PHASES TOTAL ESTIMATED COST (59) (66)	FEDERAL FUNDS (67) (76)	STATE FUNDS	OTHER FUNDS	CHARACTER OF PROPOSED WORK *(Full description)*
6.15	1,400,000	1,288,000	112,000		Right of Way purchase incl, incidental work and assistance to displaced persons (Future 4-12' lanes H.T. pave. with 10'R., 6'L. shoulders, 76' median and strs.)
	(8,000,000)				ROW - 280' min., Access Control - Full, Parking Restriction - Complete.
6.15	1,400,000	1,288,000	112,000		
(16) (23)	(24) (33)				

REMARKS Additonal Data: Item 282, Project I-80N-6(22)256. Assistance to Displaced Persons: 32 Families $6,400, 24 Businesses $28,600. 104(b)(5) Estimate $650,000, Section F-18.0.0.

RECEIVED
OCT 5 - 1966

FOR FILING

I-80N-6(42)256

7337

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 4, 1966

SUBJECT: Oro Dell-Union Junction
Surfacing Design

To:

Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

Three surfacing designs considered for the above section show the following present worth costs:

8" Slip Form CRPCC	$251,249.56 per mile
8" Formed CRPCC	265,329.56 per mile
A.C. Design	251,155.28 per mile

The attached base design recommends Slip Form Continuously Reinforced PCC. Will you please advise if this should be pursued.

F. D. Morgan
Construction Engineer

FB Klaboe

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

GLD:fp
Enc.
cc F. W. Yarbrough

10-4-66
copy to
Yarbrough
files

RECEIVED
OCT [illegible] 1966
OFFICE
STATE HIGHWAY [illegible]

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN

Page 1 of 3 Pages

OCT
FOR

F-RN-6(17) R56

9-27-66

Section [illegible] - UNION JUNCTION Highway OLD OREGON TRAIL (FAR 1) County UNION Profile [illegible]

Res. Engr. ______ Approx. Length 6.5 Miles. Sta. 960+00± thru eq. to Sta. 771+97± Date 9-27-66

Truck A.D.T. 482 Traffic Coefficient 9.6 18 kip s.a. per day 295.5.

Annual Precipitation 20"± Frost Penetration 32"±.

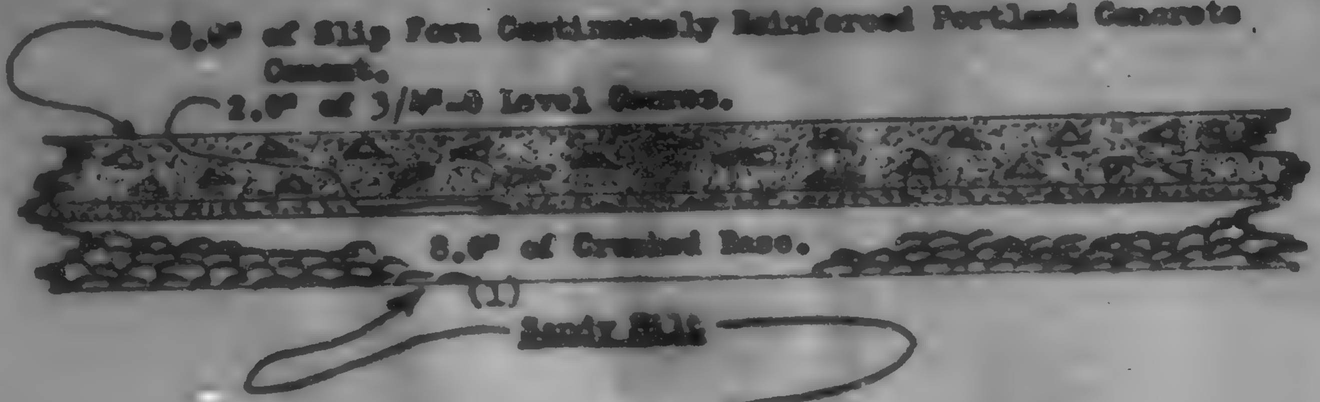
CBE Total Req.		Credit	Actual Thick.
			8.0
			2.0
			8.0 Cr. Base
			*18.0

(1)
Typical Soil

64	LL
15	PI
100	%P 10
70	%P200
0	%Gravel
4	%C Sand
26	%F Sand
51	%Silt
19	%Clay
7	"R" Value
	[redacted]

AASHO CLASSIFICATION:
A-7-5 (10)

MATERIAL SOURCES:
Available from the Grande Ronde River.


8.0" of Slip Form Continuously Reinforced Portland Concrete Cement.
2.0" of 3/4"-0 Level Course.
8.0" of Crushed Base.
(1)
Sandy Silt

*Total Thickness is equal to one-half the depth of frost penetration.

NOTED
F. B. KLABOE

Submitted by ______ Staff Assistant

Recommended by O A White
Engineer of Materials

Recommended by ______ Asst Construction Engineer

Approved by ______
Asst. State Highway Engineer

cc:
B.P.R.
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
[redacted]
Rural Engineer

ORO-DELL - UNION JCT.
OLD OREGON TRAIL HWY. (FAR 1)
UNION COUNTY

"OTHER ROADS"

Truck ADT	A.C. (Final) (Application)	A.C. Wearing Surface	*PMBB or Level	Crushed Base	"CBE" Requirement	Actual Thickness
MAINLINE	2.0"	3.5"	*3.0"	15.0"	31.5"	23.5"
90-240	——	3.5"	*3.0"	16.5"	28.0"	23.0"
30-90	——	3.5"	2.0"	16.5"	24.5"	22.0"
8-30	——	3.0"	2.0"	13.5"	21.5"	18.5"
1-8 &	——	2.0"	2.0"	14.0"	½ depth of frost penetration	18.0"
Cars Only	——	2.0"	2.0"	14.0"		18.0"

Should substitutions be made use the "CBE" Requirement column to obtain total thickness required and the table below for values.

1.0" Asphaltic Concrete = 2.0" Crushed Base
1.0" Plant Mix Bituminous Base = 1.83" Crushed Base
1.0" Oil Mat = 1.2" Crushed Base
1.0" Stone Subbase = 0.8" Crushed Base
(per Standard Specifica-)
(tions plus Supplementals.)

SECTION: ORO DELL - UNION JUNCTION
HIGHWAY: OLD OREGON TRAIL (FAR 1)
COUNTY: UNION

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Year ____________

A. Present ADT 2250 (Total)

B. Future ADT 4500 (Total)

C. Mean ADT 3375 $\frac{(A+B)}{2}$

D. Design Period 20 Years

E. No. of lanes 4

F. Percent Trucks 25 (ADT Basis)

G. Trucks (in one direction) $\frac{F}{2}$= .125 x (C) 3375 = 422

H. % Trucks in Design Lane 100 %

I. Trucks in Design Lane (G) 422 x (H) 100 % = 422

TRAFFIC COEFFICIENT = $K\,(I)^{0.119}$
where K = 4.669
= 9.6

SECTION: ORO DELL - UNION JUNCTION

HIGHWAY: OLD OREGON TRAIL (FAR 1)

COUNTY: UNION

PAVEMENT TYPE SELECTION

Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good _____ Fair _____ Poor _____
   Remarks: _____
5. Cost Comparisons: See attached sheet

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: Generally A.C.
7. Stage Construction: Not applicable
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: See attached sheet
10. Stimulation of Competition: See attached sheet
11. Construction Consideration: See attached sheet
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not applicable
13. Traffic Safety: See attached sheet
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: Local materials are adaptable to this type construction

CONCLUSION AND REMARKS:

See attached sheet.

ORO DELL - UNION JUNCTION
OLD OREGON TRAIL (FAI 1)
UNION COUNTY

Three surfacing thickness designs were considered for this project. Present Worth Costs (P.W.C.) were computed for each and are shown below. 1965 Average Bid Prices were used for the computations.

8.0" of Slip Form Continuously Reinforced Portland Concrete Cement
2.0" of Level Course
8.0" of Crushed Base

P.W.C. - $251,249.56

5.5" of Asphaltic Concrete
3.0" of Plant Mix Bituminous Base
15.0" of Crushed Base

P.W.C. - $251,155.28

8.0" of Continuously Reinforced Concrete Cement
2.0" of Level Course
8.0" of Crushed Base

P.W.C. - $265,229.56

The above comparison shows only $94.28 difference between S.F.C.R.P.C.C. and A.C., and we conclude there is no difference in cost between the two sections.

The S.F.C.R.P.C.C. section requires less material (aggregate) than the A.C. section, and conservation of material in this area is desirable.

Slip form Continuously Reinforced Portland Concrete Cement is recommended for this section.

RECEIVED
AUG 26 1966
FOR FILING

I-80N-6(42)256
7337

August 25, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Dear Sir:

A small scale map is attached showing a segment of the Gradell-Union Junction Section (FAI-80N) in the west La Grande area. Development of the freeway alignment through this area will require a channel change between Stations 60 and 77 and a channel change in the vicinity of the Grande Ronde River crossing at Station 94. The freeway embankment across the Grande Ronde flood plain will have a tendency toward a diking action at flood stages.

The channel change bottom width, as proposed by our field personnel, is set at 150 feet with a further recommendation that this width be extended through the reach of the channel not affected by freeway construction between Stations 77 and 92; this would create a continuous 150-foot channel between Stations 60 and 100 which is based upon a 15,600 c.f.s. discharge—the January, 1965, flood had approached this figure with a discharge of 14,500 c.f.s. It might be pointed out that the bankful capacity of the present channel is 6,000 c.f.s.

After a careful study of the facts at hand, it is our feeling that this 150-foot channel width be continuous between Stations 60 and 100 which is in concurrence with the field recommendation. Basis for this conclusion is brought about by the possible diking action of the proposed freeway embankment which would tend to restrict flood waters from overflowing over the natural flood plain—the obvious advantage of the continuous channel change would be to alleviate possible damage to adjacent properties on floods of moderate magnitude (6,000 c.f.s. or greater), and it would tend to be added insurance against possible liability since the State would very likely be charged with the responsibility should any damage occur as a result of modifying the natural state. The channel reach downstream from the channel change and improvement is not expected to be affected by this proposal. The additional cost for improving the reach of the channel unaffected by freeway construction between Stations 77 and 92 is $170,000, including $40,000 for right-of-way; total freeway cost is $11,000,000 and this $170,000 represents a little more than 1½ percent of the total package.

We request your approval of the 150-foot channel for the Grande Ronde River to be constructed continuously between Stations 60 and 100.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

Attachment

cc: Forrest Cooper
R. L. Porter
F. D. Morgan
A. F. Parson

WHT:bjm arb

FORM 8-90 50M 10-66 SP*23401-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 1, 1966

SUBJECT: Orodell-Union Junction Section

To:
Mr. J. E. Morelock
Chief Locating Engineer
OFFICE

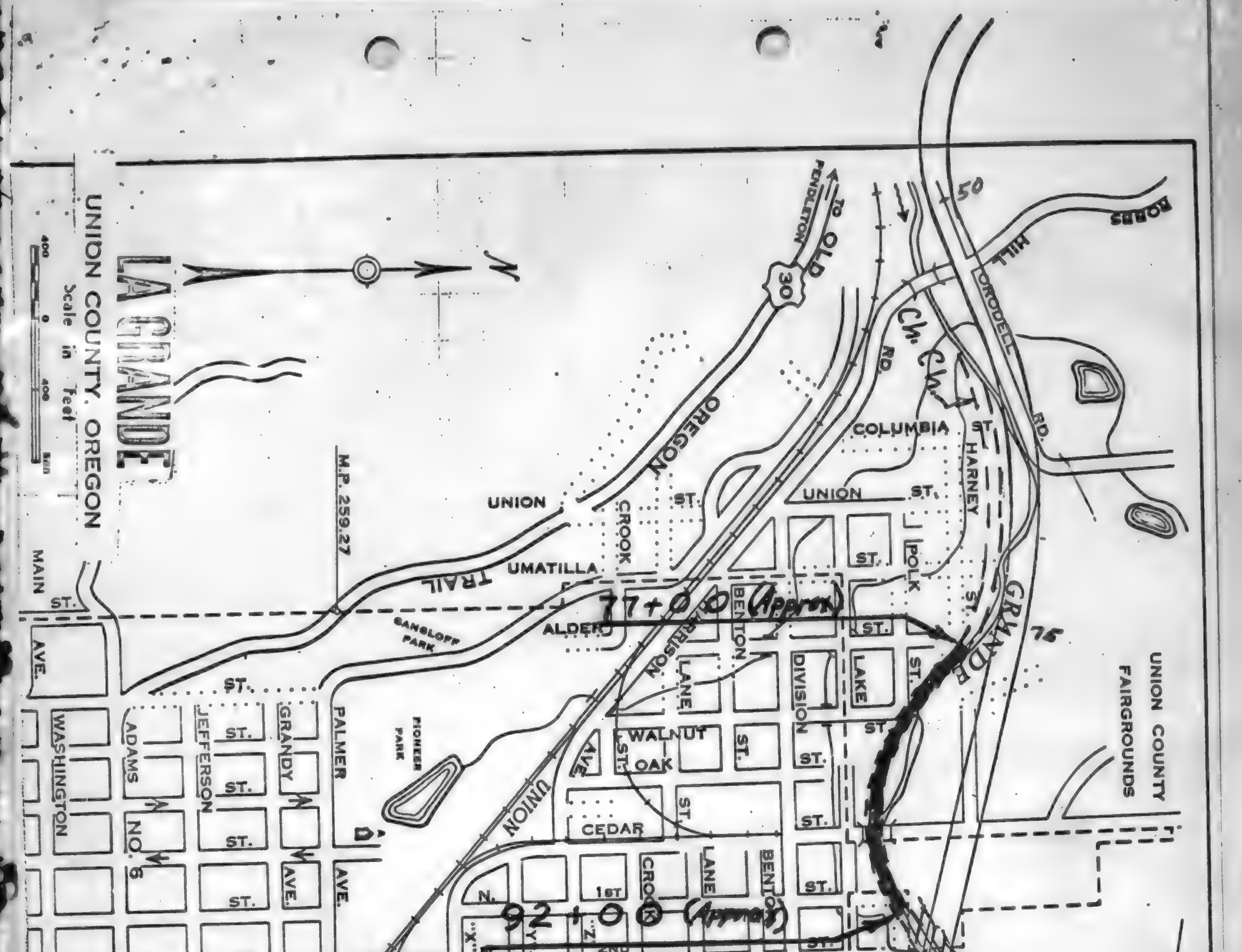
The channel change proposed between Stations 77 and 92 lies out of any conflict with the freeway construction through LaGrande but is desirable in order to maintain the continuity of the flow of water at flood stage through the area. The amounts of work involved in this portion of the channel would consist of 45,000 cubic yards of excavation, 6,500 cubic yards of embankment, and 15,000 cubic yards of loose rip rap; estimated cost for construction of this channel reach is $130,000 plus $40,000 for the associated right of way.

It might be pointed out that the bankful capacity of the present channel is 6,000 cubic feet per second; thus, this existing channel is obviously not adequate to carry the design discharge for the 150-foot channel as proposed (15,600 cubic feet per second); the fact that the freeway embankment will be built on a flood plain and, as such, will restrict the spreading of water at flood stage would be justification enough for the expenditure of the $170,000 (estimated cost of the entire freeway from Orodell to Union Junction is $11,000,000).

I have attached a small scale map showing schematically the reach of channel involved.

W. H. Tebeau
W. H. Tebeau
Preliminary Studies Engineer

WHT:fp
Attach.


LA GRANDE
UNION COUNTY, OREGON
Scale in Feet
400 0 400 800
N
M.P. 259.27
TO OLD PENDLETON
30
OREGON TRAIL
UNION
CROOK
UMATILLA
MAIN ST.
GANGLOFF PARK
ALDER
HARRISON
BENTON
DIVISION
LAKE
COLUMBIA ST.
UNION ST.
HARNEY
POLK
ST.
RD.
ORODELL
HILL
ROBBS
RD.
GRANDE
RONDE
UNION COUNTY FAIRGROUNDS
WALNUT
OAK
CEDAR
1ST
2ND
3RD
4TH
N.
"X"
"Y"
"Z"
PIONEER PARK
UNION
PALMER
GRANDY
JEFFERSON
ADAMS
WASHINGTON
NO. 6
AVE.
JACKSON
CHESTNUT ST.
ELM
JEFFERSON
MADISON
MONROE
ASH ST.
BIRCH ST.
DEPOT ST.
FIR ST.
GREENWOOD ST.
BENTON ST.
32 ST.
31
"U"
"V"
"W"
"T"
"S"
PARK
BLACK HAWK TRAIL
77+00 (Approx)
92+00 (Approx)
Ch. Ch.
Ch. Ch.
50
75
100
125
E.B. Lanes
W.B. Lanes

FORM E-30 10M 10-65 SP*23401-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 19, 1966

SUBJECT: Orodell-Union Junction
Old Oregon Trail Highway
FAI-80N Union County

To: Mr. F. D. Morgan
Construction Engineer

BUILDING

The following remarks concerning the channel change proposed between Stations 60 and 100 on FAI-80N through LaGrande are presented for your appraisal.

The Locating Engineer's report proposed a channel change having a 150-foot bottom based on a design discharge of 15,600 c.f.s. which was taken from the U.S.C.E. Design Memorandum No. 2 (Grande Ronde Valley Flood Protection Project) dated April 1, 1957 and this was supported by the January, 1965 flood which had approached this figure with a discharge of 14,500 c.f.s. From a study of the U.S.C.E. report and other data at hand, I would recommend a design discharge of 9,000 c.f.s. for the channel change rather than the 15,600 c.f.s. as assumed; this recommendation is supported by the following facts. The previous record flood (March, 1932) had an estimated discharge of 8,880 c.f.s. and the maximum historical floods in 1865 and 1881 reached 10,000 c.f.s.; the January, 1965 flood apparently would have been the highest in the history of this area according to facts collected by the U.S.C.E. The 1965 flood was 65 per cent higher than the previous record flood and 45 per cent higher than the historical floods occurring before the turn of the century. This would place the 1965 flood at a greater-than-100-year recurrence interval.

It would then appear that a design discharge of 9,000 c.f.s. would be more realistic; this discharge could be placed in excess of a 50-year recurrence interval. As a part of the Grande Ronde Valley Flood Protection Project, the U.S.C.E. had proposed nominal channel bottom widths of 70 to 100 feet through the LaGrande area based on the 9,000 c.f.s. discharge; this channel capacity was presumed to be adequate to afford maximum practical protection for the areas along the river. The 15,600 c.f.s. discharge, as used in the field location, represents the standard project flood peak discharge for the Grande Ronde River above LaGrande and is 176 per cent of the maximum recorded flood (except for the January, 1965 flood) at 8,880 c.f.s. and 156 per cent of the maximum historical flood at 10,000 c.f.s. The standard project flood peak discharge is one synthetically derived by combining maximum recorded flood producing conditions of rain fall, snow cover, and temperatures over the tributary areas; however, based on the hydraulic characteristics of the stream channels and on statements of local residents as to heights of past floods, the standard project floods were believed to be of magnitudes which would be rarely exceeded and for this reason, the selection of channel capacities was based upon the magnitudes of floods experienced since settlement of the valley in 1860.

As a part of the over-all flood protection project, two dams are proposed: the LaGrande Dam on the Grande Ronde River near Starkey and the Catherine Creek Dam about 6 miles southeasterly of Union on Catherine Creek. The LaGrande Dam is of special interest in that if it were to become a reality, it would theoretically reduce the discharge of the Grande Ronde River through LaGrande from 9,000 to 7,500 c.f.s. The U.S.C.E. has indicated that the local area citizens show favor toward the Catherine Creek Dam as the initial one to be built and if Congress approval should be obtained in the near future, it would be in operation by 1975--the LaGrande Dam would be created at a later date. As far as the immediate future is concerned, no flood relief is contemplated from the proposed flood protection project.

Based on the 9,000 c.f.s. as a design discharge for the proposed channel changes necessary for construction of FAI-80N through LaGrande, the channel bottom width can be reduced from the 150 feet, as proposed, to 100 feet--this would be in harmony with the channel changes as constructed on the Grande Ronde River on the Glover-Perry and Perry-Orodell Sections of FAI-80N. It is pointed out that between Stations 75 and 100, the existing Grande Ronde River channel is not affected by the proposed freeway with the exception of the bridge crossing of the river at Station 94; the bankfull capacity of this existing channel is 6,000 c.f.s. (which is exceeded once in about 6 years on the average) and the channel is not capable of carrying the design discharge of 9,000 c.f.s. It is, therefore, suggested that the channel change and improvement be continuous between Stations 60 and 100 in order to produce desirable hydraulic conditions adjacent to the freeway.

With 2:1 side slopes and the 100-foot bottom, the depth at design flow would be about 10 feet and the velocities would most likely range from 6 to 9 feet per second. With the possibility of the higher velocities occurring, the channel gradient should not be developed on a straight line but rather "stair-stepped" so that movement of anadromous fish would not be impeded by the improved channel. With these anticipated velocities, rip rap will be necessary particularly on the outside of the channel to reduce erosive tendencies with a design flow; the bridge ends, of course, would also require rip rap.

W. H. Tebeau

W. H. Tebeau
Preliminary Studies Engineer

WHT:bjm

RECEIVED
MAY 20 1966

FOR FILING

Form CD-141 (11-63) (Pres. by A.O. 204-10)

UNITED STATES GOVERNMENT

Memorandum

I-80N-6(42)256

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : 7337 Mr. Forrest Cooper, State Highway Department
Salem, Oregon

DATE: May 9, 1966

In reply refer to: 08-35.3

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec T. Dec
Engineering Coordinator

SUBJECT: Oregon Project I-80N-6(22)256
Specific location of LaGrande section of I-80N

The specific location of Interstate Route 80N between previously approved intermediate control points at Orodell Bridge west of LaGrande and the junction with FAS Route 545 east of LaGrande is approved effective this date, as delineated in red on the sketch map accompanying Mr. Young's letter of this date.

You have previously furnished a transcript of the public hearing held on January 27, 1966 for this section of the highway. We note that the final locations of adjoining sections of this route have been previously approved by the Bureau of Public Roads.

This approval is given with the understanding that full control of access and other standards described in PPM 20-4 can and will be obtained.

REFERRED TO Young
By Asst. State Hwy. Engr.
5-20-66

NOTED
F. B. KLABOE

RECEIVED
MAY 17 1966
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

RECEIVED
JUN 1 1966

I-80N-6(42)256

7337

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: May 9, 1966

In reply refer to: 08-35-EC/710.11

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Project I-80N-6(22)256 (PE)
LaGrande Bypass

Mr. Young's May 4 letter requested our authorization to proceed with preparation of construction plans (P.S. & E.) on the subject project.

Our original November 26, 1962 preliminary engineering authorization was subsequently limited to development of preliminary plans by our January 25, 1963 memorandum.

Based upon the satisfactory submission of the public hearing transcript, survey approval map, and estimate we hereby authorize you to proceed with preparation of construction plans (P.S. & E.) phase of this project effective this date.

Modification of the project agreement shall coincide with this authorization.

RECEIVED
MAY 12 1966
OFFICE ENGINEERING
DIVISION

RECE[illegible]
[illegible]
STATE HIGHWAY [illegible]

cc Merchant
Mason

orig to Young
copy Morgan
5-12-66

Chase

NOTED
R N CHASE

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
APR 14 1966
FOR FILING

I-80N-6(42) 256
7337

April 14, 1966

Oregon State Highway Commission

Gentlemen:

The survey on the LaGrande Section of Interstate 80N in Union County has been completed. A public hearing was held on this section on January 27, 1966. Testimony at the hearing indicated that all were in favor of the general route, but the County suggested a revision of the North Second Street connection north of the freeway. The County has now advised us that it agrees with our plan as designed. A number of people requested that we consider a full cloverleaf in the interchange at the Wallowa Lake Highway but, due to the proximity of the railroad track, this is impossible. We are, however, reconstructing the Wallowa Lake Highway through the interchange area to four lanes with left-turn hideouts which should adequately care for the traffic.

This section is 6.39 miles in length and I am attaching a map for your information.

It is estimated that the construction cost of this section is $6,000,000 and the right-of-way is estimated to cost $650,000. This project will be financed with Interstate funds.

We recommend your approval of the survey and request authority to purchase the necessary rights-of-way. This matter will be on the agenda for your consideration at the April 21 meeting.

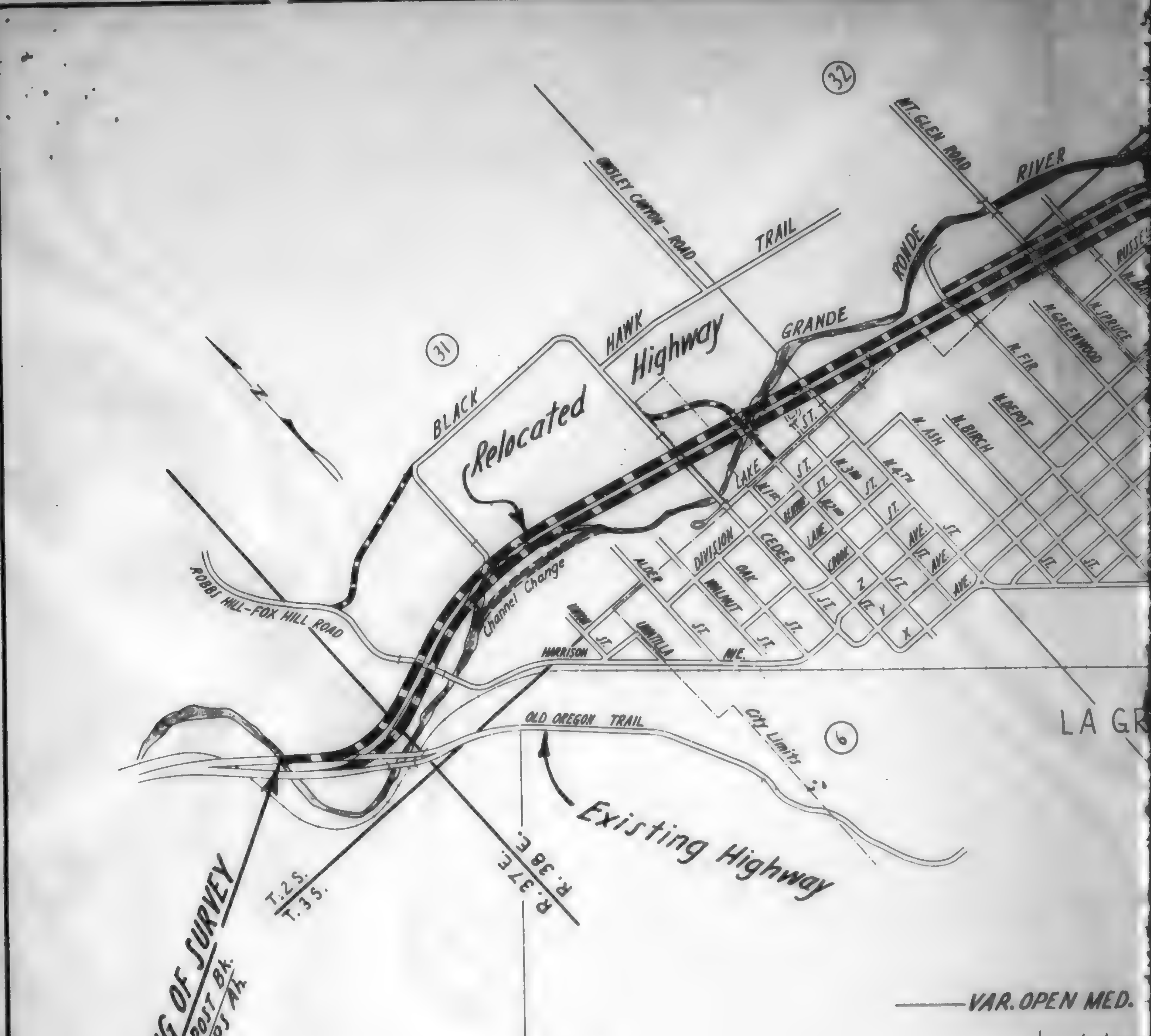
Very truly yours,

Forrest Cooper
State Highway Engineer

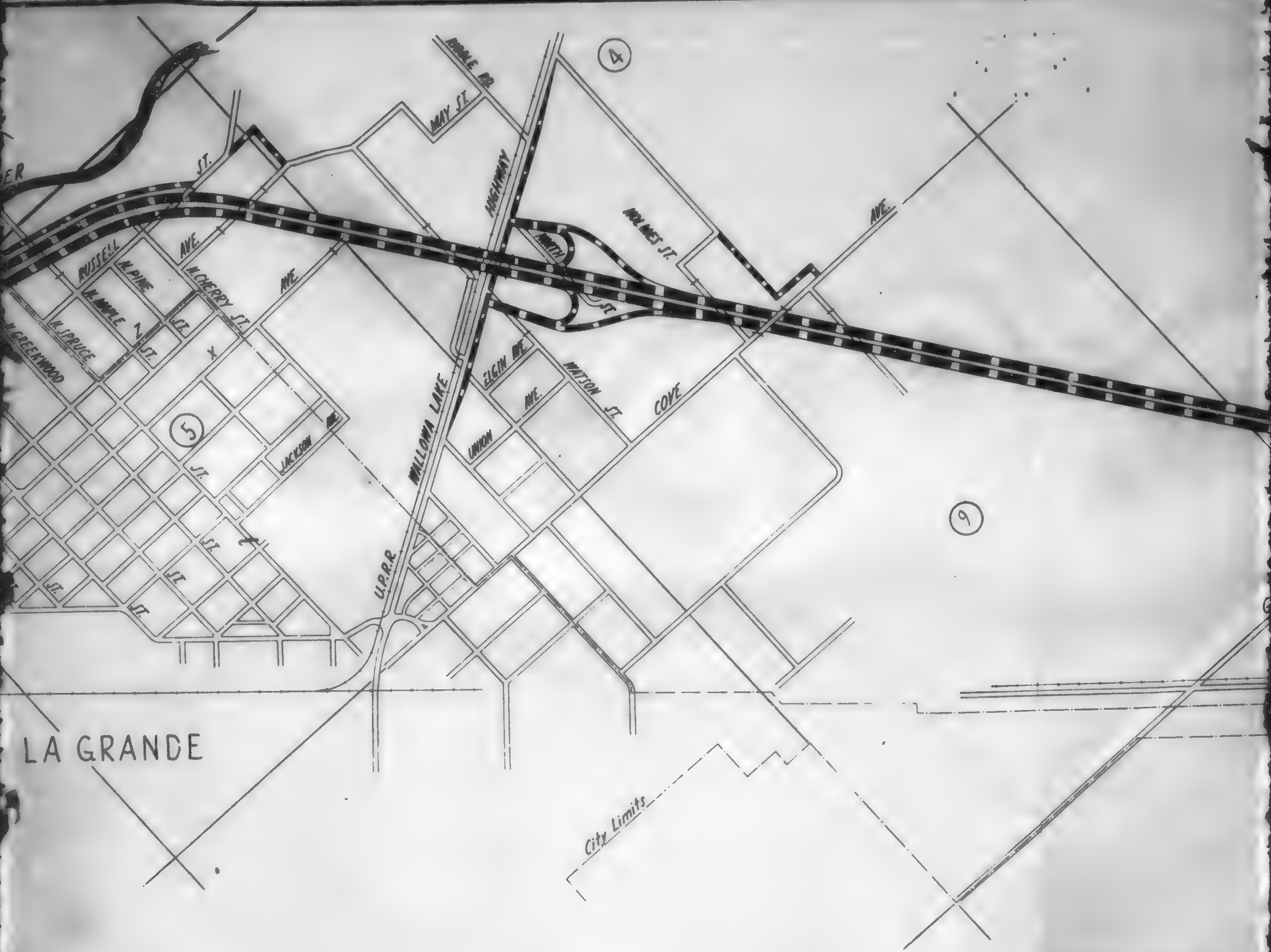
By

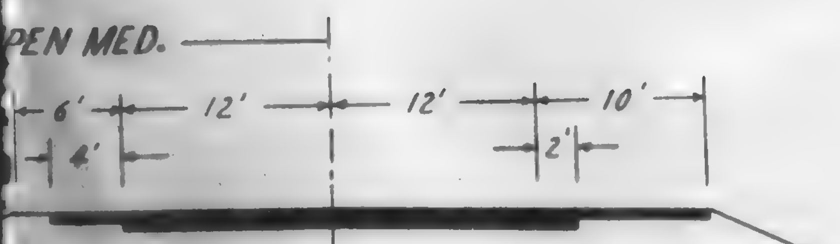
R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
F. B. Klaboe
V. D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
D. H. Moehring
A. F. Parson
DB:rw fn
Enc.


32
31
6
MT. GLEN ROAD
RIVER
RONDE
GRANDE
GIDLEY CANYON - ROAD
TRAIL
HAWK
BLACK
Relocated Highway
N
ROBBS HILL-FOX HILL ROAD
Channel Change
HARRISON
OLD OREGON TRAIL
City Limits
LAKE
ST.
N. 1ST
N. 2ND
N. 3RD
N. 4TH
N. ASH
N. BIRCH
N. DEPOT
N. FIR
N. GREENWOOD
N. SPRUCE
RUSSE
DIVISION
CEDER
LANE
CROOK
OAK
WALNUT
ALDER
UMATILLA
AVE.
Z
Y
X
LA GR
Existing Highway
T.2S.
T.3S.
R.37E.
R.38E.
BEGINNING OF SURVEY
Equ. 959+34.43 Post Bk.
34+71.18 PS Ah.
Survey adopted
Aug., 1957
VAR. OPEN MED.
6'
4'
TYPI
4-L

6.39 Mi.





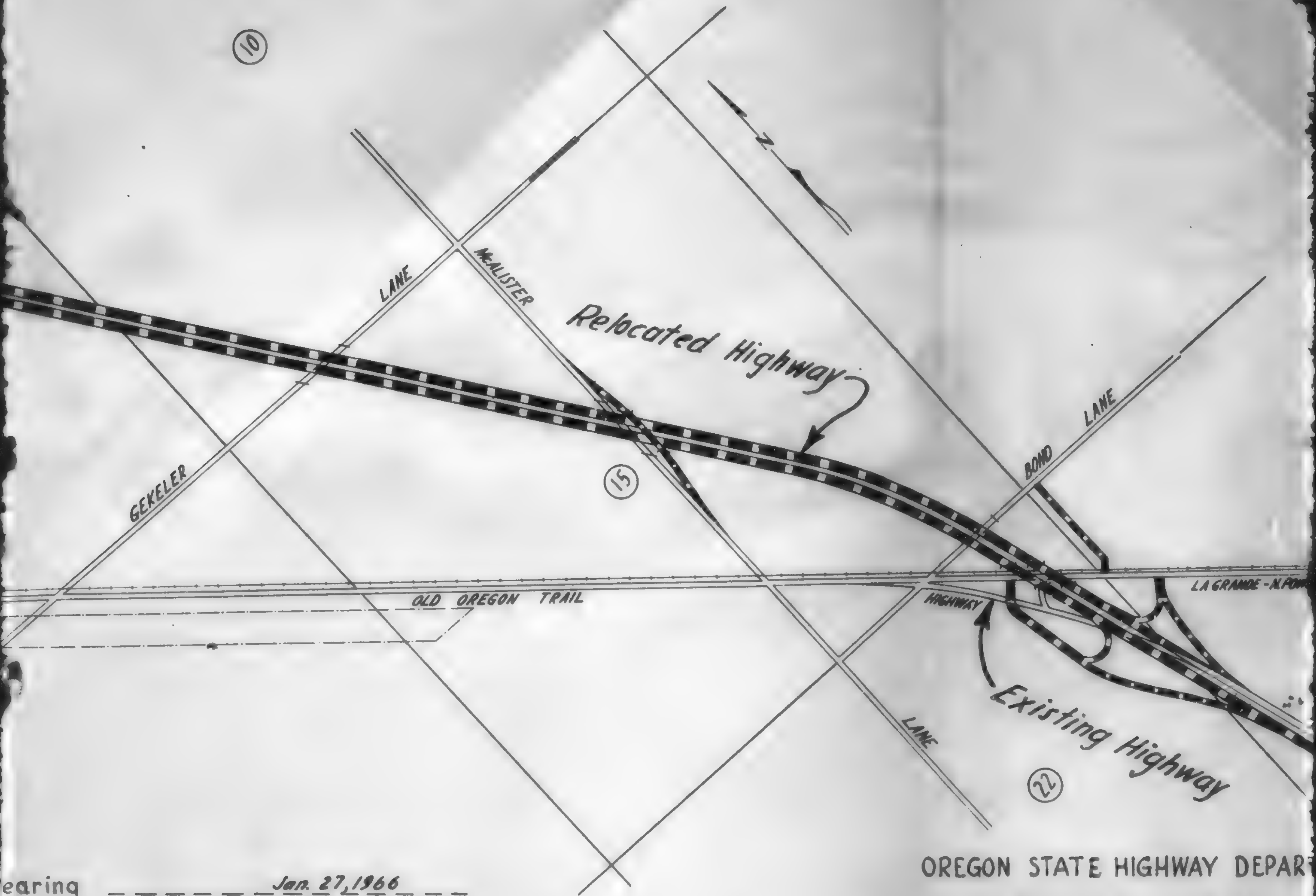
TYPICAL HALF SECTION
4-LANE FREEWAY

Public Hearing
System Action
County
State Highway
Bureau of Pub

Throughway Resolu
Access Control

APP

DEPUTY STATE HIGH
Date :



earing _ _ _ _ _ _ Jan. 27, 1966 _ _ _
Action
ty _ _ _ _ _ _ _ None Required _ _
e Highway Commission _ None Required
eau of Public Roads _ None Required
way Resolution _ _ _ Required _ _
Control _ _ _ _ Complete _ _ _ _ _

APPROVED

Y STATE HIGHWAY ENGINEER
ate: _ _ 4-13-66 _ _

OREGON STATE HIGHWAY DEPAR

Survey Approval Map

LA GRANDE SEC

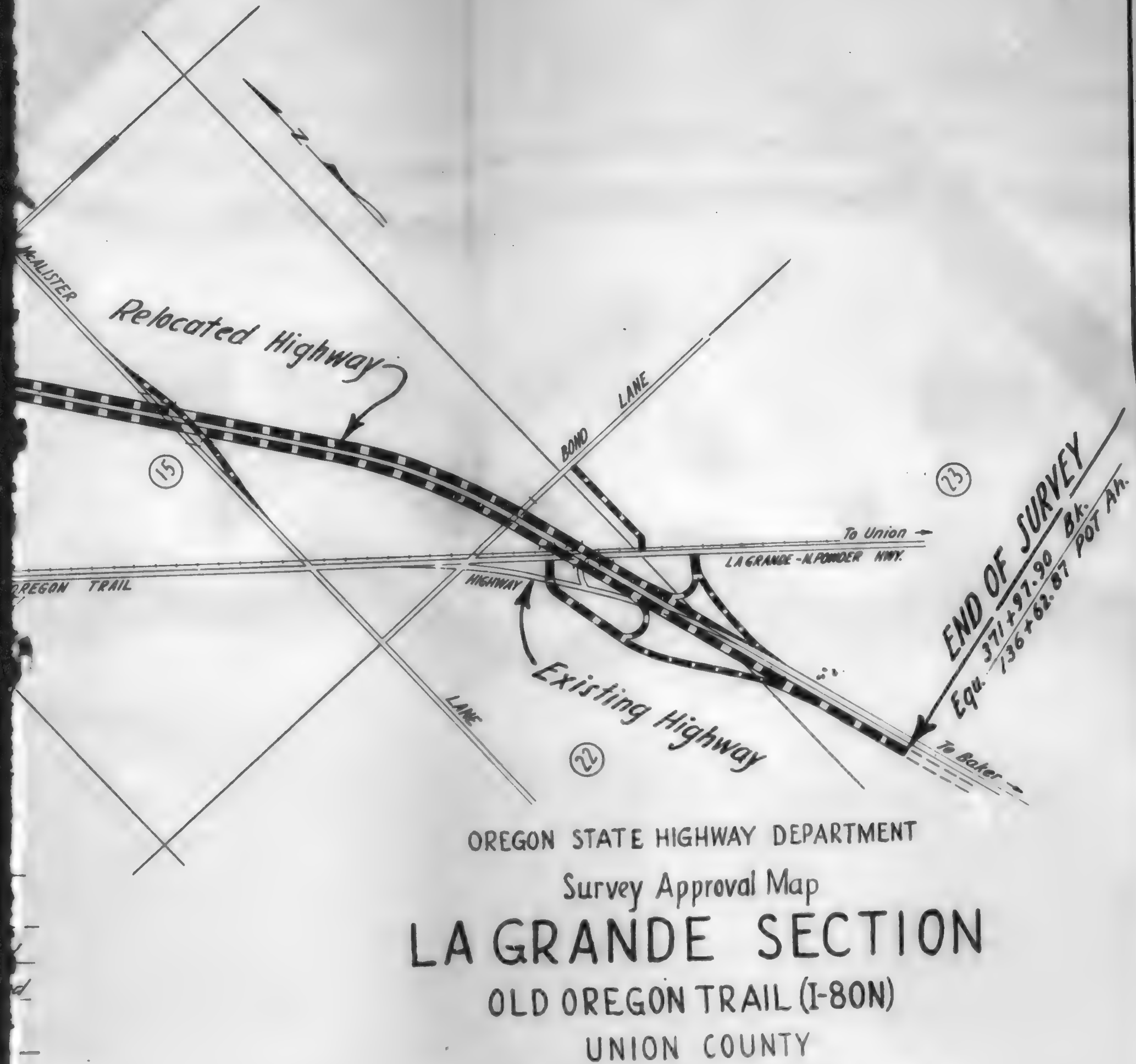
OLD OREGON TRAIL (I-8

UNION COUNTY

Scale: 1" = 1,300'± March

DRG. NO. 10C-45-1

For Details See Drg. No.



OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

LA GRANDE SECTION

OLD OREGON TRAIL (I-80N)

UNION COUNTY

Scale: 1" = 1,300' ± March, 1966

DRG. NO. 10C-45-16

For Details See Drg. No.

FORM E-30 50M 3-65 SP*6470-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 12, 1966

SUBJECT: Survey Approval Map
La Grande Section
Old Oregon Trail Highway I-80N

To: Mr. F. B. Klaboe
Ass't. State Highway Engineer
BUILDING

Attached are the necessary copies of the subject survey approval map and a suggested letter to the Commission.

F. D. Morgan
Construction Engineer

By D. J. Barbee

D. J. Barbee
Ass't. Construction Engineer

DJB:rw

Attach.

cc: Ben Gifford

M

R E[illegible]
A[illegible] 1 3 [illegible]
O[illegible]
STATE H[illegible]

FORM E-123X EOM 9-64
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

RECEIVED
FEB 14 1966
FOR FILING
I-80N-6(42) 256
7337

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 11, 1966

NOTED
R. L. PORTER

Mr. A. W. Parsons, Division Engineer
Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon

Dear Sir:

Under date of December 15, 1965, the Union County Court and the La Grande City Council were notified by letter of the Oregon State Highway Commission's proposed plans to locate and construct to full interstate standards the La Grande Section of the Old Oregon Trail (I-80N).

A letter was received from B. J. Clausen, La Grande City Manager, advising that a hearing was desired on this matter. Under date of January 7, 1966, the County and City were advised by letter that a formal public hearing would be held in the Visual Aid Room of the La Grande High School in La Grande, Oregon, on Thursday, January 27, 1966, beginning at 7 p.m. and preceded by informal informational hearings on Wednesday, January 26, 1966, from 9 a.m. to 9 p.m., and on Thursday, January 27, 1966, from 9 a.m. til 3 p.m. Public notices were published in the appropriate newspapers in the vicinity on January 13 and January 20, 1966.

The formal hearing was held as stated above, preceded by the informal informational hearings as indicated. Copies of all correspondence on this matter and a transcript of the hearing are enclosed.

This certifies that the State Highway Department has held a public hearing in a convenient location for the purpose of enabling persons through or contiguous to whose property the highway will pass to express any objections they may have to the proposed location of this section of highway and that the State Highway Department is considering the economic effects of the location in the light of the matters presented at the hearing.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

H. S. Cox

H. S. Cox
County and City Division Engineer

RECEIVED
FEB 11 1966

DNH:mm
Att.
bc: R. L. Porter F. D. Morgan
F. B. Klaboe L. H. Young D. H. Moehring G. E. Rohde
Victor Wolfe J. E. Morelock R. N. Chase A. F. Parson

NOV 23 1965

Page 1 of 5 Pages

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN

ection ORO-DELL - UNION JCT. Highway OLD OREGON TRAIL (FA 1) County UNION

es. Engr. R. R. Cameron Approx. Length 6.5 Miles. Sta. 960+00± thru eq. to Sta. ____

ruck A.D.T. 394 Traffic Coefficient 9.6 18 kip s.a. per day 276.1.

nnual Precipitation 20"± Frost Penetration 36"±.

Prefix

Date

CBR Total Req.

(42)

23

C.R.P.C.C.
Level
Cr. Base

18

11-5-65

(1)
Typical Soil

44	LL
15	PI
100	%P 10
70	%P200
0	%Gravel
4	%C Sand
26	%F Sand
51	%Silt
19	%Clay
7	"R" Value

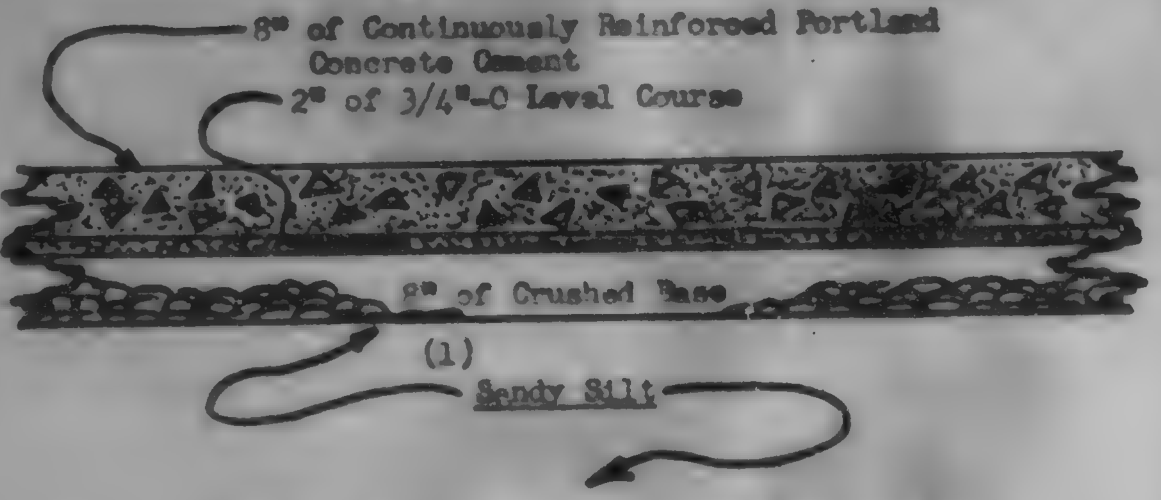
[redacted]

ASHO CLASSIFICATION:

A-7-5 (10)

ATERIAL SOURCES:

Grande Ronde River


8" of Continuously Reinforced Portland Concrete Cement
2" of 3/4"-0 Level Course
8" of Crushed Base
(1)
Sandy Silt

*Total Thickness is equal to one half the depth of frost penetration.

NOTED
F. B. KLABOE

c:
B.P.R.
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
~~hief Locating Engineer~~
ural Engineer

Submitted by for Staff Assistant

Recommended by Engineer of Materials

Recommended by Construction Engineer

Approved by F B Klaboe Asst. State Highway Engineer

ORO-DELL - UNION JCT.
OLD OREGON TRAIL HWY.
UNION COUNTY

"OTHER ROADS"

Truck ADT	Wearing Surface	Level Course	Crushed Base	CBR Total Req.	Actual Thick.
90 - 240	3.5" A.C.	2.0"	19.0"	28.0"	24.5"
30 - 90	3.5" A.C.	2.0"	15.5"	24.5"	21.0"
8 - 30	3.0" A.C.	2.0"	13.5"	21.5"	18.5"
1 - 8 & Cars Only	2.0" A.C.	2.0"	14.0"	½ depth of frost penetration	18.0"

Should substitutions be made see CBR Column for Total Requirements, and table below.

Values assigned various components of the roadway structure are as follows:

1.0" Asphaltic Concrete = 2.0" Crushed Base
1.0" Oil Mat = 1.1" Crushed Base
1.0" Stone Subbase = 0.8" Crushed Base
(in addition to
(Standard Provisions,
(8% maximum P#200
(sieve

SECTION: ORO-DELL - UNION JCT.

HIGHWAY: OLD OREGON TRAIL #6

COUNTY: UNION

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Year ____________

A. Present ADT 2100 (Total)

B. Future ADT 4200 (Total)

C. Mean ADT 3150 $\left(\frac{A+B}{2}\right)$

D. Design Period 20 Years

E. No. of Lanes 4

F. Percent Trucks 25 (ADT Basis)

G. Trucks (in one direction) $\frac{F}{2}$ = 12.5 x (C) 3150 = 394

H. % Trucks in Design Lane 100 %

I. Trucks in Design Lane (G) 394 x (H) 100 % = 394

TRAFFIC COEFFICIENT = $K\,(I)^{0.119}$
where K = 4.669

= 9.6

SECTION: ORO-DELL - UNION JCT.

HIGHWAY: OLD OREGON TRAIL # 6

COUNTY: UNION

PAVEMENT TYPE SELECTION

Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good ______ Fair ______ Poor ______
   Remarks: ______
5. Cost Comparisons: See attached sheet

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: Generally A.C.
7. Stage Construction: Not applicable
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: See attached sheet
10. Stimulation of Competition: See attached sheet
11. Construction Consideration: See attached sheet
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not applicable
13. Traffic Safety: See attached sheet
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: Local materials are adaptable to this type construction

CONCLUSION AND REMARKS:

See attached sheet.

ORO-DELL - UNION JCT.
OLD OREGON TRAIL HWY.
UNION COUNTY

Two surfacing thickness designs were considered for this project. Present Worth Costs (P.W.C.) were computed for each and are shown below. 1964 Average Bid Prices were used for the computations, with the following exception, $1.00 per square yard was added to the P.W.C. of Standard Reinforced P.C.C. to obtain a figure for Continuously Reinforced P.C.C.

8.0" of C.R.P.C.C.
2.0" of Level Course
8.0" of Crushed Base

P.W.C. — $263,739.71 per 4 lane divided mile

5.5" of A.C. (Stage Construction)
3.0" of P.M.B.B.
16.0" of Crushed Base

P.W.C. — $266,409.06

The design using C.R.P.C.C. is recommended from an economic standpoint.

Materials available from the Grande Ronde River are adaptable to the production of crushed fines for P.C.C.

SU-226(6) Division Street-Hilda Street 1970
(Oregon City) Sec., Cascade Hwy.
#7338 (Grading & paving)

C4A 3757
C4A 3903

+1338

STATE COPY

C

MONTHLY TRANSACTION NUMBER 3-64	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	STATE Oregon
PROJECT REPORT NUMBER 7	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	COUNTY Clackamas
MODIFICATION NUMBER 1	(PPM 21-7) 3-17-72	PROJECT NUMBER SU-226(6)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on March 20, 1970, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 215,018	$ 234,840
Federal Funds	$ 136,500	$ 148,000
Other revisions		

This modification is made for the following reasons:

Increase in cost by additional bid item quantities.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 17th day of March, 1972.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Department)

By E S Hunter

Assistant State Highway Engineer
(Title)

By ____________

____
(Title)

By ____________

____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By G L Green
(Division Engineer)
For R. E. Simpson

Form PR-2A (Rev. 5-71) Existing stocks of Form PR-2A (Rev. 4-70) will be used. GPO 915-469

Federal-Aid
Project No. SU-226(6)

Oregon State Highway Division

DIVISION ST.-HILDA ST. (OREGON CITY) SECTION OF THE CASCADE HIGHWAY IN CLACKAMAS COUNTY

Salem, Oregon, March 13, 1972

Revised Project Agreement Estimate

Type Code 6201
Roadway (Sta. 73+00 to Sta. 107+20)(Contract No. 7338)

Temporary Protection and Direction of Traffic	All Required		$ 9,000.00
Clearing and Grubbing	All Required		2,500.00
Removal of Pavement	740 sq.yd.	1.75	1,295.00
Removal of Curbs	2,370 lin.ft.	0.45	1,066.50
Removal of Inlets	24 only	22.00	528.00
General Excavation, Unclassified	6,072 cu.yd.	2.05	12,447.60*
Trench Excavation	1,879 cu.yd.	4.35	8,173.65*
Watering	220 M-gal.	6.00	1,320.00
Pavement Cutting & Replacement	1,500 lin.ft.	4.45	6,675.00
Plant-Mix Stone Base	7,505 ton	3.60	27,018.00*
Bituminous Base Mixture	2,480 ton	6.35	15,748.00
Asphalt in Bituminous Base Mixture	135 ton	30.00	4,050.00
3/4" - 0 Aggregate in Prime Coat	80 cu.yd.	8.25	660.00
RC-250 Asphalt in Prime Coat	16 ton	70.00	1,120.00
Asphalt in Tack Coat	3 ton	70.00	210.00
Class "B" Asphalt Concrete Mixture	4,350 ton	6.35	27,622.50
Asphalt Cement in Mixture	280 ton	30.00	8,400.00
8-inch Sewer Pipe	1,160 lin.ft.	3.30	3,828.00
12-inch Sewer Pipe	3,850 lin.ft.	4.40	16,940.00
12-inch Pipe Diaphragm	8 only	27.50	220.00
Concrete Manholes	14 only	435.00	6,090.00
Concrete Inlets, Type CG	30 only	140.00	4,200.00
Adjusting Manholes	20 only	55.00	1,100.00
Concrete Curbs	220 cu.yd.	43.50	9,570.00
Concrete Driveways	932 sq.yd.	6.10	5,685.20*
Concrete Walks	900 sq.yd.	4.70	4,230.00
Extra for A.C. Conc. Approaches	17 only	36.00	612.00
Traffic Signal Installation	All Required		15,100.00
			$195,409.45
Flagging (60% of Contractor's Costs)	All Required		$ 6,000.00
Permanent Signing	All Required		2,800.00
			$ 8,800.00
	Subtotal		$204,209.45
	Engr. & Cont.		30,630.55
	Total		$234,840.00

*Change in bid items

Length of Roadway - - - - - 0.648 Mile
Cost of Roadway Per Mile- - $362,407.41

SUMMARY OF FUNDS

Federal Funds -	$148,000.00
State Funds -	86,840.00
Total	$234,840.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Group 1 - 100%

Prefix: 103-1007

DIVISION ST.-HILDA ST. (OREGON CITY) SECTION

PROJECT NO. SU-226(6)

Nonparticipating - State Work

Work by Oregon City Water Dept.	All Required	$ 6,000.00
Work by West Linn Water District	All Required	60,000.00
		$ 66,000.00

STATE COPY

Form Approved; Budget Bureau No. 04-R2089.1

MONTHLY TRANSACTION NO. 3-57	FORM PR-2 (REV. 8-69) U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION BUREAU OF PUBLIC ROADS	STATE Oregon
	FEDERAL-AID PROJECT AGREEMENT	COUNTY Clackamas
PROJECT REPORT NO. 3	(PPM 21-7) 3-20-70	PROJECT NO. SU-226(6)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Division St.-Hilda St. (Oregon City) Section of the Cascade Highway

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH (Miles)
HIGHWAY PLANNING		▨
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		▨
CONSTRUCTION	1-6-70	0.648
OTHER (Specify)		

FUNDS Pro rata 63.54%

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 215,018	$ 136,500.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Department)

By F B Klaboe

Assistant State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
Federal Highway Administration
Bureau of Public Roads

By Green
(Division Engineer)

For: R. E. Simpson

Date executed by Division Engineer MAR 20 1970

EXISTING STOCKS OF PR-2 (REV. 3-66) WILL BE USED

Oregon State Highway Division

Federal-Aid
Project No. SU-226(6)

DIVISION ST.-HILDA ST. (OREGON CITY) SECTION OF THE CASCADE HIGHWAY IN CLACKAMAS COUNTY

SALEM, OREGON, MARCH 10, 1970

Project Agreement Estimate.

Type Code 6201
Roadway (Sta. 73+00 to Sta. 107+20)(Contract No. 7338)

Temporary Protection and Direction of Traffic	All Required		$ 9,000.00
Clearing and Grubbing	All Required		2,500.00
Removal of Pavement	740 sq.yd.	$ 1.75	1,295.00
Removal of Curbs	2,370 lin.ft.	0.45	1,066.50
Removal of Inlets	24 only	22.00	528.00
General Excavation, Unclassified	4,060 cu.yd.	2.05	8,323.00
Trench Excavation	1,300 cu.yd.	4.35	5,655.00
Watering	220 M-gal.	6.00	1,320.00
Pavement Cutting & Replacement	1,500 lin.ft.	4.45	6,675.00
Plant-Mix Stone Base	6,150 ton	3.60	22,140.00
Bituminous Base Mixture	2,480 ton	6.35	15,748.00
Asphalt in Bituminous Base Mixture	135 ton	30.00	4,050.00
3/4" - 0 Aggregate in Prime Coat	80 cu.yd.	8.25	660.00
RC-250 Asphalt in Prime Coat	16 ton	70.00	1,120.00
Asphalt in Tack Coat	3 ton	70.00	210.00
Class "B" Asphalt Concrete Mixture	4,350 ton	6.35	27,622.50
Asphalt Cement in Mixture	280 ton	30.00	8,400.00
8-inch Sewer Pipe	1,160 lin.ft.	3.30	3,828.00
12-inch Sewer Pipe	3,850 lin.ft.	4.40	16,940.00
12-inch Pipe Diaphragm	8 only	27.50	220.00
Concrete Manholes	14 only	435.00	6,090.00
Concrete Inlets, Type CG	30 only	140.00	4,200.00
Adjusting Manholes	20 only	55.00	1,100.00
Concrete Curbs	220 cu.yd.	43.50	9,570.00
Concrete Driveways	400 sq.yd.	6.10	2,440.00
Concrete Walks	900 sq.yd.	4.70	4,230.00
Extra for A.C. Conc. Approaches	17 only	36.00	612.00
Traffic Signal Installation	All Required		15,100.00
			$180,643.00
Flagging (60% of Contractor's Costs)	All Required		$ 6,000.00
Permanent Signing	All Required		2,800.00
			$ 8,800.00
	Subtotal		$189,443.00
	Engr. & Cont.		25,575.00
	Total		$215,018.00

Length of Roadway - - - - 0.648 Mile
Cost of Roadway Per Mile- $331,817.90

SUMMARY OF FUNDS

Federal Funds -	$136,500.00
State Funds -	78,518.00
Total -	$215,018.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Group 1 - 100%
Prefix: 103-1007

DIVISION ST.-HILDA ST. (OREGON CITY) SECTION

PROJECT NO. SU-226(6)

NONPARTICIPATING - STATE WORK

Work by Oregon City Water Dept.	All Required	$ 6,000.00
Work by West Linn Water District	All Required	60,000.00
		$ 66,000.00

THE UNION METAL MANUFACTURING CO.

Quality Products Since 1906

CANTON, OHIO 44705 • AREA CODE 216 • TELEPHONE 454-6111

PLEASE REPLY TO –
ROOM 202 - SYLVAN BLDG.
2035 S.W. 58TH STREET
PORTLAND, OREGON 97221
TELEPHONE: (503) 292-6881

February 7, 1972

Oregon State Highway Department
State Highway Building
Salem, Oregon 97310

Attention: L. E. George
Traffic Engineering Department

Subject: Signal Pole Delivery Schedules

Gentlemen:

During our recent discussion, I pointed out that one of the major delays in delivering traffic signal poles on State of Oregon projects, is the fact that approved drawings come back marked "Verify shaft length in field". Until we know the length of the shaft, we are unable to release the order on our Production Department, since we cannot tell them the length of pole to manufacture. Two specific jobs come to mind. Your contract #7338 for Division and Hilda Street in Oregon City was a traffic signal installation, with 180 days completion time. Although the contractor placed the order for the poles promptly, we submitted drawings and approvals were received promptly, the approved drawings stated that the pole shaft lengths must be verified in the field. Therefore, the order is simply placed in our 'hold' file until such time as this information was received, which, on this specific project was 120 days after the contract was awarded. Therefore, two-thirds of the completion time had elapsed, before we received the necessary information to proceed with the order. When we quote contractors on these projects, we attempt to quote a realistic estimate of shipment, which allows for our production time, and we try to take into consideration the completion time you specify. The effect of this situation is, however, that although the contract states that the contractor has 180 days to make the installation, he can only place the order for, and accumulate some of the standard traffic signal equipment. On this specific job, the contractor was actually given 60 days to have the poles manufactured and make the complete installation.

Another example of this type of situation is contract #7463, which was the Ross Island Bridge to S. E. Reedway installation. Although we received drawing approval February 1, 1971, the drawings were again marked to indicate that the pole lengths had to be verified in the field. This pole length information was not received until May 14, 1971, 103 days after approved

NOTED
LE GEORGE

NOTED
A. E. JOHNSON

drawings were received. It seems to me to be most unjust to give a contractor a contract with a specified completion date and then not give him the necessary information to order his material for the installation, until many weeks after the contract is awarded.

A very current and critical example is contract #7367, the 7th Avenue - Willamette River project in Eugene, involving high mast towers, illumination poles and signal poles. We received approved prints of all of our submittal drawings on December 3, 1971, covering all of the foregoing poles. This contract requires installation of the high mast towers in 270 days, which falls about June 1, 1972. On January 30th, we received the verified heights of the high mast lighting towers. This leaves approximately 90 days to the completion of this high mast lighting. Our current production lead time is approximately 100 days on this type of material. Even if we have it on the job within the 90 days, there is no time left for the contractor to make the installation and this project is obviously in penalty, as of now. Again, at the time a job is bid, both the contractor and the pole manufacturer look at 270 days, as a realistic length of time to make an installation, when the manufacturing lead time on the poles is 90 to 100 days. Again, however, many weeks elapsed before the pole lengths were verified, which are necessary to enable the pole manufacturer to proceed with production. Incidentally, the pole lengths of the roadway illumination poles and the traffic signal poles have still not been received for this project.

As a final example, contract #7651 for traffic signals at the County Club Road Interchange in Eugene is currently underway. Note the attached form by your Mr. Ellis H. Jones - dated November 29, 1971 - which provides us with approved drawings, but states that pole lengths have to be verified. Attached is Mr. Jones' letter of January 24, providing this information. As you can see, two months have been lost on this project awaiting the pole length information. This contract had 220 calendar days to completion. If this is considered realistic, then it is unjust to hold up the contractor for almost sixty days, for lack of complete information necessary to order his material.

Your proposal that you are considering specifying manufacturer's standard catalog designs, and waiving drawing approval, is excellent. Standard catalog design components are in stock at all times and these poles can normally be shipped in three to four weeks. However, such a program is workable only if the contractor is permitted to use standard length poles and he is not prevented from ordering poles, for lack of the actual pole length.

After you have had an opportunity to digest the foregoing, I would like to discuss it further with you and if we can provide any additional

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FEB 8 1972
TRAFFIC ENGINEERING

information, please call me.

Very truly yours,

G. W. Kolling g.h.

G. W. Kolling
District Sales Manager
Northwestern District

RECEIVED
FEB 13 1972
OFFICE OF
STATE HIGHWAY ENGINEER

GWK:gh

Attachments

RECEIVED
MAR 31 1972
FORM E-30
FOR FILING

7338

gen'l file

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 21, 1972

SUBJECT: Assignment No. 477-AEJ
Non-assessment of Penalty
for Non-specification Material
Division St.-Hilda St. (Oregon City) Section
Cascade Highway
Contract No. 7338

To:

Mr. A. E. Johnson
Assistant State Highway Engineer
BUILDING

477

The facts and figures on the non-assessment of penalty on this project have been reviewed and additional steps have been taken to eliminate its occurrence in the future.

The records show that the test result summaries and certifications were not submitted with the semi-final estimate from the field, but were held for additional checking and explanations. There are records showing several inquiries were made from our office attempting to speed up the submission of these records, but they were not received until a considerable time after the project was complete.

In the meantime, final release for payment was inadvertently made with the consequence that the final payment was made to the contractor without the proper deduction of some $484 being made. When this error was found, it was considered too late to try and recover this amount from the contractor. Therefore, as noted on the FHWA Memorandum, they are refusing to participate in their portion of this over-payment.

We have been for quite some time and are continuing to stress the quick submission of semi-final estimates in their entirety from the field and expedient action on them in final checking after being received. Closer attention to release has also been effected.

This has been a breakdown on both the field and our office end. We trust it will not occur again.

F. D. Morgan
Construction Engineer

NOTED
A. E. JOHNSON

By John H Walker
John H. Walker
Quality Control and Training Engineer

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JAN 21 1972
OFFICE OF
STATE HIGHWAY ENGINEER

JHW:fw
Attach.

SU-226(6)
1334

STATE COPY

FORM PR-33C
(REV.3-68)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
eh

1-11-72

cc: OSHD (Morgan)
Region
Wash DC

FINAL INSPECTION AND ACCEPTANCE OF FEDERAL-AID PROJECT CONSTRUCTED UNDER 1954 SECONDARY ROAD PLAN

(PPMs 20-5 and 20-6.1)

INSTRUCTIONS - Submit original and 3 copies to the Public Roads Division Office

477

NOTICE OF COMPLETION AND ACCEPTANCE BY STATE HIGHWAY DEPARTMENT

STATE: Oregon
REGION NO.: 10
SIGNATURE: F. H. Morgan
COUNTY: Clackamas
TITLE: Const. Engr.
PROJECT NO.: SU-226(6)
BUREAU OF PUBLIC ROADS INSPECTION MADE BY: P. E. O'Neil, Asst Area Engr, FHWA
DATE OF INSPECTION: 7-1-71
IN COMPANY WITH: D. Kamaiker, Hwy Engr Trainee, FHWA - C. Frobig, Hwy Engr Trainee, FHWA
CONTRACTOR'S NAME: K. F. Jacobsen & Co., Inc.
CONTRACT AMOUNT: $ 215,018.00

DESCRIPTION OF IMPROVEMENT AS PROGRAMED:
Grading, paving, traffic signal installation and Portland cement concrete forming of curbs, driveways and sidewalks.

Cy Consts. 1-19-72

REFERRED TO
Al
BY DEPUTY STATE HIGHWAY ENGINEER

IMPROVEMENT AS CONSTRUCTED

ROADBED (Width 48 feet)

TYPE CODE NUMBER	NET LENGTH (Miles)	BASE SURFACING WIDTH (Feet)	STRUCTURES OVER 20-FOOT SPAN: TYPE CODE NUMBER	STRUCTURES OVER 20-FOOT SPAN: NET LENGTH (Miles)
6201	0.65	48		

COPY SENT
JAN 17 1972
REGIONAL OFFICE

NOTED
F. B. KLABOE

REMARKS: *The project has been completed in apparent conformity with the state standards and procedures approved in accordance with the 1954 secondary road plan.*

NOTED
A. E. JOHNSON

DIVISION STREET-HILDA STREET (OREGON CITY) SECTION
Cascade Highway
Clackamas County

Work on Division St.-Hilda St. (Oregon City) Section, Federal-aid Project No. SU-226(6) was begun on April 7, 1970 and completed November 17, 1970, accepted on July 1, 1971. Total time used was 243 calendar work days with a contract time of 180 calendar work days. A time extension of 34 days was granted resulting in 29 days liquidated damages being assessed. The extension was granted on the basis of 9 days work for extra work orders and 25 days delay in signal pole delivery.

The State's Certification of Materials dated December 28, 1971 has been received. According to a sheet attached to it penalties totaling $484.13 which were calculated for nonspecification Class "B" AC Mix and Bituminous Base Mix were not assessed. When a nonspecification material is accepted on a job a (more)

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY BUREAU OF PUBLIC ROADS	
SIGNATURE: F. H. Morgan		SIGNATURE:	
TITLE: [illegible]	DATE: 1-11-72	TITLE:	DATE:

NOTED
TOM EDWARDS

PREVIOUS EDITIONS MAY BE USED UNTIL SUPPLY IS EXHAUSTED

Const. — Pls advise action taken AEJ

penalty should always be assessed accordingly.

It is recommended that this nonassessment of penalties be remedied and corrective action taken so that it does not occur on future jobs. A credit of $307.62 (63.54% of $484.13) should be applied to the participating portion of the work.

The final cost of the project was $186,056.53, an overrun of 3.0%. There were some significant overruns and underruns; however, the net result was a 3.0% overrun. All the overruns and underruns were satisfactorily explained by the State.

This project was constructed in reasonably close conformance to the Standard Plans and Specifications.

Acceptance of this project is recommended.

RECEIVED
JAN 18 1972
OFFICE OF
STATE HIGHWAY ENGINEER

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JAN 5 1972

FOR FILING

SU-226(6)

7338

December 31, 1971

Mr. R. H. Simpson
Division Engineer
Federal Highway Administration
P. O. Box 300
Salem, Oregon 97301

Federal-aid Project
No. SU-226(6)

Dear Sir:

The State Highway Commission on July 13, 1971, authorized acceptance of Contract No. 7338, Division St. - Hilda St. (Oregon City) Section in Clackamas County, Federal-aid Project No. SU-226(6).

Attached or listed below are data necessary for your acceptance of the project.

All participating work under State Force Order by State Forces or others was completed December 22, 1970.

Attachments are as follows:

Laboratory Materials Certification
Statement of Underruns and Overruns
Monthly Project Cost Report (E-256)
Construction Engineer's Statement
Narrative Report

Your acceptance of the project is requested.

Very truly yours,

R. L. Porter
State Highway Engineer

By

L. H. Young
Program and Planning Engineer

JK:alc

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AUG 3 - 1971
FORM E-30
FOR FILING

SU-226(6)

7334

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE

Portland 97202
July 29, 1971

SUBJECT: Engineering Costs
Division St.-Hilda St.
(Oregon City) Section
Contract 7338

To: Mr. Tom Edwards
Deputy State Highway Engineer
State Highway Building
Salem

The subject project, with a total authorization of approximately $290,000, and engineering authorization of approximately $23,000, was let March 9, 1970 and was substantially completed during the months of April, 1970 through August, 1970 inclusive, with some items of work accomplished both before and after the above dates. Final project completion was in January, 1971.

The project was basically a conversion of an obsolete two-lane open drainage city street to a four-lane, storm drain, curbed, and in part sidewalk and signalized facility. In addition there were a considerable number and amount of adjustments necessary to public utilities. The conversion was made in close proximity to adjacent owners, businesses, and pedestrians, and required the maintenance of traffic which was in the range of 13,000 ADT. Many operations were painfully slow. This is a historic area and, as could be expected, the installation of the underground facilities encountered many diverse and sundry utilities requiring close inspection and numerous on-the-spot decisions.

Dollar for dollar this job and similar jobs require the heaviest expenditure of engineering. An average resident engineer's crew composed of a survey party, minimum inspection, minimum office force, and the resident engineer costs in excess of $2000 a week (5 days-40 hours). The $23,000 engineering authorization on this job would carry such a crew approximately 11 weeks. The bulk of this project was completed in about 21 weeks; however, some minor phases lasted several months longer. In order to lookout for the State's responsibility on this project, the resident engineer had to utilize his people very judiciously in order to hold the engineering to a 65% overrun, or a total engineering cost of $38,000.

NOTED
TOM EDWARDS

Attached for your further information is a report of engineering charges made by the resident engineer in January of 1971.

L. W. Rulien
Regional Engineer

LWR/cr
Attachment
cc A. E. Johnson
F. D. Morgan
Rob Cameron

RECEIVED
JUL 30 1971
OFFICE OF
STATE HIGHWAY ENGINEER

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland
January 14, 1971

SUBJECT: Construction Engineering Costs
Division St. - Hilda Street Section
Cascade Highway
Contract No. 7338

To:
L. W. Rulien
Regional Engineerr

Milwaukie

The major cause for the over run of engineering costs on the Division Street-Hilda Street contract.was an over run in time for the completion of the contract by the contractor. The contractor used 135% of the specified calendar work days. He started work only 18 days after the beginning date of workday count and worked nearly every work day until the project was completed. It was, therefore, necessary to have personnel on the project throughout the life of the contract which would reasonably result in 135% of the engineering being expended.

Every effort was made to minimize the engineering cost of this project short of neglecting the required inspection and testing of the workmanship and materials that went into the work. Men who worked on this project were used on other work whenever possible in order to reduce the engineering costs.

If a minimum crew consisting of one Resident Engineer, one Senior Inspector and a transit party consisting of one Transitman, one Head Chainman and one Chainman had been used for just the 180 calendar work days specified for the contract, the cost for labor and equipment rental alone would have been over $30,000. This would have been an over run of 30% in engineering costs without considering any overtime, and assuming that all office calculations and record keeping as well as all checking and weighing would also be done by these five men. There would also have been charges for office space, utilities, supplies and charges from the Salem Lab. (The Lab. charges for this project actually cost over $2,000.00).

Due to the necessity of constructing this project under constant heavy traffic, both vehicular and pedestrian, it is my judgement that our obligation to the safety of the traveling public did not allow leaving the contractor's operations unattended at any time. The 1969 ADT on this project was 12,600.

R R Cameron
R. R. Cameron
Resident Engineer

RECEIVED
JUL 26 1971

FOR FILING

SU-226(6)

733x

July 26, 1971

St. Paul Fire & Marine Insurance Co.
Portland Office
1900 N.E. Irving Street
Portland, Oregon 97232

Gentlemen:

On July 14, 1971, we wrote to you concerning release of final payment on Contract No. 7338 awarded to E. F. Jacobsen & Co., Inc., for work on Division Street-Hilda Street in the city of Oregon City on the Cascade Highway in Clackamas County.

Final payment on this contract is $533.12 and the total contract amount is $192,456.34, including $7,914.54 for work performed under force account.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

dr

cc E. F. Jacobsen & Co., Inc.
2611 S.E. 4th Ave.
Portland, Oregon 97202

Victor S. Risley Co.
Board of Trade Building
Portland, Oregon 97204

bc Frank Morgan
Ivan Merchant
L. W. Rulien
V. E. Shoog
Attn: John Herr

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JUL 27 1971
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SU-226(6)
7338

Salem, Oregon
July 22, 1971

L. W. Rulien
Regional Engineer
Portland

Please provide me with an explanation of the 65 percent overrun in engineering on Contract No. 7338, - K. F. Jacobsen and Company, contractor, Division Street-Hilda Street (Oregon City) Section of the Cascade Highway.

Tom Edwards
Deputy State Highway Engineer

TE:ja

cc R. L. Porter
A. E. Johnson

RECEIVED
JUL 14 1971
FOR FILING

S-326(6)
7338

c

July 13, 1971

Oregon State Highway Commission

Gentlemen:

Work was completed November 17, 1970 on Contract No. 7338. The contract was with K. F. Jacobsen and Company, Inc., and was for grading and paving on the Division Street-Hilda Street (Oregon City) Section of the Cascade Highway in Clackamas County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective July 13, 1971 and that you concur in this procedure at the Commission meeting on July 27, 1971.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

R. L. Porter
State Highway Engineer

cc: Floyd Query
Tom Edwards
A. E. Johnson
V. D. Wolfe
F. D. Morgan
I. D. Merchant
V. E. Skoog
L. H. Young
L. W. Rulien

VG:fw

RECEIVED
JUL 21 1971
FOR FILING

S-226(6)
7338

4k
6-22-71

June 23, 1971

L. F. Jacobsen & Co., Inc.
2611 S. E. 4th Avenue
Portland, Oregon 97202

①

Gentlemen:

The State Highway Commission at its meeting on June 22, 1971, considered your request for an extension of 51 days on Contract No. 7338 for work on Division Street and Hilda Street in Oregon City in Clackamas County.

Careful consideration was given to the reasons you submitted. However, in light of the available facts and the provisions of the contract, the Commission granted you an extension of 34 days without assessment of liquidated damages.

If there are pertinent facts which have not yet been considered, you should contact the Resident Engineer, the Regional Engineer, or the Construction Engineer in the Salem Office.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn:dr
bc F. D. Morgan
V. E. Skoog
L. W. Rulien
R. B. Cameron

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 7338 Contractor K. F. Jacobsen & Co., Inc.

Highway Cascade

Section Division Street - Hilda Street (Oregon City)

Kind of Work Grading and Paving

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or **GRANTED.** The reasons for such recommendation are as follows:

Recommend 9 days extension for extra sewer work added and 25 days charged late after full use of project by traffic.

Recommended for Approval:

Division Engineer

for Construction Engineer or Bridge Engineer

R. F. Johnson
State Highway Engineer

Contract No. 7338

Project designation SU-226(6)
State-Federal

Date awarded March 9, 1970

Work started April 7, 1970

Per cent completed 100% Nov. 17, 1970
Date

No. of Workdays Allowed 180

No. of Workdays Used 243

No. of Added Workdays Requested 50

State Printing [illegible]

E—330 (Rev.)—5M—5-60

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date October 28, 1970

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 180 days to 230 days, within which to complete our Contract No. 7338, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: September 15 to November 5, 1970.
Delayed delivery of light poles received September 22, 1970. Poles were rejected because of manufacturer's welding and gusset plates. Corrected poles received on October 16--installed October 19 to 28. Additional wall poured on October 21. One additional day will be required when State is ready for us to cycle traffic signals. All other work was completed in the specified time.

Respectfully submitted,

K. F. JACOBSEN & CO., INC.
Contractor

By K. F. Jacobsen-Vice President

CONSENT OF SURETY

Date Oct 28, 1970

We, ST. PAUL FIRE AND MARINE INSURANCE COMPANY, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Victor S Reilly
Attorney-in-fact

(SEAL)

Resident Agent

FORM E-30 (REV. 10-60)

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 23, 1971

SUBJECT: Division St.-Hilda St. Section
Contract No. 7338
Request for Time Extension

To:

Mr. A. E. Johnson
Assistant State Highway Engineer
BUILDING

K. F. Jacobsen and Company requests a 51-day extension of the contract time because of delayed delivery of signal poles. The contractor's request was prepared before the project was complete. His apparent intent was to seek deletion of all liquidated damages. Some pertinent dates are:

Bids opened	February 19, 1970
Contract sent	March 9, 1970
Work started	April 7, 1970
180 days allowed elapsed	September 16, 1970.
Signal poles first delivered	September 22, 1970
Signal poles delivered second time	October 14, 1970
Signal in use	October 23, 1970
Project complete	November 17, 1970
63 days liquidated damages at $100 per day	

Attached is a very good progress chart prepared by the Resident Engineer along with the Resident and Region recommendations.

This was a widening and paving project on the Cascade Highway route covering 0.64 mile within Oregon City. It included a signal installation at Hilda Street. The roadway work was virtually completed on September 16, 1970 (the day the days allowed expired). The signal poles arrived 6 days later and then had to be removed for some shop repair of defects. We do not believe the contractor's reason for extension is valid. He is obligated to provide the specified materials and the delays encountered with the signal equipment was not due to the State's actions. However, we believe there are some valid reasons for some extensions.

Extra Work Orders 2 and 3 covered unanticipated location and adjustment of storm and sanitary sewers. This work was done intermittently during the earlier stages of the project and I concur with the Regional recommendation of 9 days extension for this extra work.

SP*52478-724

Twenty-five (25) days time was charged against the contract after the signals became operative October 23. As of that time, for all practical purposes, the traffic had full use of the facility and I concur in the Regional recommendation to extend for this 25 days.

Although not mentioned by either the contractor or the Region, there was significant utility relocation work by other agencies on this project. This involved five different organizations. The West Linn water line relocation (done by a private contractor) was not complete until May 29 with 69 days of contract elapsed, although a majority of the utility interference was apparently out of the way by the time about 40 days had elapsed.

The total of 34 days extension on the two reasons recommended above is probably quite liberal, but I believe justifiably so considering the utility involvement also present on the project. The recommended 34 days extension will leave 29 days liquidated damages in effect at $100 a day.

At one time we were pointedly reminded that the engineering on this project overran 46 percent or about $11,000 (28 percent of the overrun occurred after 180 days contract time had elapsed).

This was a secondary project and an extension does not require specific Federal Highway Administration approval. A rough draft letter to the Highway Commission on the above basis is attached.

F. D. Morgan
Construction Engineer

By John A. Bond
John A. Bond
Construction Administration Engineer

JAB:fw
Attach.
cc V. L. Gallagher

RECEIVED
APR 26 1971
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 2-30 (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland
May 4, 1971

SUBJECT: Division St.-Hilda St. Section
Contract No. 7338
Request for Extension of Time

To:

L. W. Rulien
Regional Engineer

Milwaukie

In accordance with Mr. Bond's letter I am returning herewith two prints of signal pole plan upon which we have indicated in red the specification defects.

The following corrections were made:

1. Pipe sleeves were removed from the end of the mast arms.
2. The 3/16" gusset plates were removed and replaced with 3/8" gusset plates.
3. All welds were built up to the specified size.

To accomplish the above the poles and mast arms were removed from the project, stripped of galvanizing, corrections made, sandblasted and regalvanized, qnd returned to the project. The corrective work was not done by the supplier, but was done locally by direction of the subcontractor.

R R Cameron
R. R. Cameron
Resident Engineer

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FOR FILING

S11-226(4)
7338

May 13, 1971

Oregon State Highway Commission

Request for Extension of Time
No. 1
June 22, 1971 meeting

Gentlemen:

K. F. Jacobsen and Company, contractor on the Division Street-Hilda Street Section of the Cascade Highway, Contract No. 7338 in Clackamas County, has requested a 51-day extension of the contract time based on delayed delivery of signal poles. This was a widening and paving project covering 0.64 mile within Oregon City and a signal installation at Hilda Street. The project was completed November 17, 1970, with 63 days and $6,300 liquidated damages in effect.

The contractor encountered delay to correct deficiencies in the signal poles, but this was his contract responsibility. However, there are other valid reasons for extension. Two added work orders covered unanticipated sewer work, done intermittently during the earlier stages of the project and justify extension for nine days. There were 25 days charged after the signals became operative and traffic had full use of the facility, awaiting completion of minor cleanup and patching. These 25 days are justified for extension.

For the reasons listed above, I recommend an extension of 34 days which will leave 29 days and $2,900 liquidated damages in effect. This was a Federal-aid Secondary project.

This matter will be on the agenda for your consideration at the June 22 meeting.

Very truly yours,

R. L. Porter
State Highway Engineer

cc: Floyd Query
Tom Edwards
A. E. Johnson
V. D. Wolfe
F. D. Morgan
V. E. Skoog
L. H. Young
L. W. Rulien

JAB:fw sr

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MAR 9 - 1971
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SU-2211
7338

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE
Portland, Oregon 97202

January 20, 1971

To:
Mr. F. D. Morgan
Construction Engineer
Salem

SUBJECT:
Engineering Costs
Contracts 7089 & 7338

Attention: Mr. John Bond

We have experienced a rather large (percentage-wise) overrun in engineering costs on two projects in Region One--the Division Street-Hilda Street project in Oregon City and the Milwaukie-Harmony Road project on the Clackamas Highway.

Attached are reports on these two projects by the resident engineers. These reports are fairly comprehensive and self-explanatory. The jobs are entirely different. The city street project in Oregon City was a relatively small project with a total authorization of about $290,000. The contractor's performance of his work items was slow necessitating a "drag out" of necessary engineering services.

The Milwaukie job was a large and complex project with an engineering authorization of about $250,000. The resident engineer goes into considerable detail as to his approach to the project and staffing. I believe that the job was properly manned and that the comparatively high costs are the result of the relationship between job complexity, contract amount and time for completion. Engineering costs will remain a subject high on our agenda for discussion during our winter meetings.

L. W. Rulien
Regional Engineer

Routing

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CONSTRUCTION
DIVISION

LWR:fb
Enc.
cc M. D. Payne
R. R. Cameron

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MAR 9 - 1971
FOR FILING
SU-22[illegible]
7338

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE
Portland, Oregon 97202
January 20, 1971

To:
Mr. F. D. Morgan
Construction Engineer
Salem

SUBJECT:
Engineering Costs
Contracts 7089 & 7338

Attention: Mr. John Bond

We have experienced a rather large (percentage-wise) overrun in engineering costs on two projects in Region One--the Division Street-Hilda Street project in Oregon City and the Milwaukie-Harmony Road project on the Clackamas Highway.

Attached are reports on these two projects by the resident engineers. These reports are fairly comprehensive and self-explanatory. The jobs are entirely different. The city street project in Oregon City was a relatively small project with a total authorization of about $290,000. The contractor's performance of his work items was slow necessitating a "drag out" of necessary engineering services.

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L. W. Rulien
Regional Engineer

Routing

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JAN 21 1971
CONSTRUCTION
DIVISION

LWR:fb
Enc.
cc M. D. Payne
R. R. Cameron

FORM 2-30 (12-67)

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland
January 14, 1971

SUBJECT: Construction Engineering Costs
Division St. - Hilda Street Section
Cascade Highway
Contract No. 7338

To:
L. W. Rulien
Regional Engineerr

Milwaukie

The major cause for the over run of engineering costs on the Division for St-Hilda Street contract was an over run in time for the completion of the contract by the contractor. The contractor used 135% of the specified calendar work days. He started work only 18 days after the beginning date of workday count and worked nearly every work day until the project was completed. It was, therefore, necessary to have personnel on the project throughout the life of the contract which would reasonably result in 135% of the engineering being expended.

Every effort was made to minimize the engineering cost of this project short of neglecting the required inspection and testing of the workmanship and materials that went into the work. Men who worked on this project were used on other work whenever possible in order to reduce the engineering costs.

If a minimum crew consisting of one Resident Engineer, one Senior Inspector and a transit party consisting of one Transitman, one Head Chainman and one Chainman had been used for just the 180 calendar work days specified for the contract, the cost for labor and equipment rental alone would have been over $30,000. This would have been an over run of 30% in engineering costs without considering any overtime, and assuming that all office calculations and record keeping as well as all checking and weighing would also be done by these five men. There would also have been charges for office space, utilities, supplies and charges from the Salem Lab. (The Lab. charges for this project actually cost over $2,000.00).

Due to the necessity of constructing this project under constant heavy traffic, both vehicular and pedestrian, it is my judgement that our obligation to the safety of the traveling public did not allow leaving the contractor's operations unattended at any time. The 1969 ADT on this project was 12,600.

R. R. Cameron
Resident Engineer

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JAN 18 '71
☐ ☐ ☐

Attachment;
Construction Engineering Costs
Division Street - Hilda Street Section
Cascade Highway
Contract No. 7393

Engineering Authorization	$22,989.87
Engineering Expended as of 1-12-71	33,830.70
Amount of Overrun	$10,840.83
Percent of Overrun	47.2%

Project Authorization	$289,927.80
Amount Expended	267,203.65
Amount ofUnderrun	$ 22,724.15
Percent of Underrun	7.8%

SU-226(6)
7338

FORM E-1 (REV. 10-60)

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Division St.-Hilda St.

WEEK ENDING: January 8, 1971

SECTION PREFIX: 103-1007

HIGHWAY: Cascade

COUNTY: Clackamas

NAME OF JOB: Division St.-Hilda St. (Oregon City)

KIND OF WORK: Grading, Paving and Signal Installation

CONTRACTOR: K.F. Jacobsen & Co., Inc.

CONTRACT NUMBER: 7338

FEDERAL AID PROJECT NUMBER: SU-226(6)

DATE OF CONTRACT: March 9, 1970

DATE WORK STARTED: April 7, 1970

ESTIMATED COMPLETION DATE: Project Completed

AVERAGE FORCE ON PROJECT FOR THE WEEK:

MEN: 0 SUPERVISION: 0

SPECIFIED WORK DAYS: 180

WORK DAYS USED: 243

SPECIFIED CALENDAR DAYS:

CALENDAR DAYS USED:

SPECIFIED COMPLETION DATE:

PERCENT OF TIME ELAPSED: 135%

PROJECT AUTHORIZATION: $289,927.80

EXCLUSIVE OF ENGINEERING: $266,973.80

ENGINEERING AUTHORIZATION: $22,989.87

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100%

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $236,428.29

ENGINEERING COST TO DATE: $33,671.53

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 93%

ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN 6.7 %

PERCENT OF AUTHORIZATION: 146 %

DATE PROJECT WAS COMPLETED: November 17, 1970

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		
100%	100%	100%	100%	100%			

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	0.64	0.64			0.64
MILES PARTIALLY COMPLETED	0.64	0.64			0.64
MILES COMPLETED	0.64	0.64			0.64
TOTAL ESTIMATED QUANTITIES (CONTRACT)	4,060 c.y.	6,150 ton			6,830 ton
TOTAL QUANTITIES CORRECTED TO DATE	6,072 c.y.	7,506 ton			6,831 ton
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	6,072 c.y.	7,506 ton			6,831 ton
AVERAGE DAILY QUANTITIES	162 c.y.	536 ton			402 ton
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	0	0			0
NUMBER OF SHIFTS PER DAY	0	0			0
HOURS PER SHIFT	0	0			0

EQUIPMENT USED DURING THE WEEK:

None.

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

January 71		WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	3	Clear, cold	0		Project Completed.
MONDAY	4	Clear, cold	0		
TUESDAY	5	Clear, cold	0		
WEDNESDAY	6	Clear, cold	0		
THURSDAY	7	Showers	0		
FRIDAY	8	Rain	0		
SATURDAY	2	Cloudy, cold	0		

Routing
Decker
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Walker
Boehine
Johnsen
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GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	No Activity.
TUESDAY	No Activity.
WEDNESDAY	No Activity.
THURSDAY	No Activity.
FRIDAY	No Activity.
SATURDAY	

REMARKS

Project is completed and semi-final estimate has been submitted.
This is the final report.

SIGNED R R Cameron LOCATION Portland
R. R. Cameron, Resident Engineer

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F216

STATE OF OREGON
1859

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OREGON STATE
HIGHWAY DIVISION

SU-226(6)

~~HIGHWAY BUILDING~~ • SALEM, OREGON • 97310 • Phone 364-2171

7338

April 13, 1970

City of Oregon City
P. O. Box 631
City Hall
Oregon City, Oregon 97045

Re: City of Oregon City's Facilities
Division St.-Hilda St. Section
Cascade Highway
Clackamas County

ATTENTION: Alfred Simonson

Gentlemen:

This will confirm our verbal authorization to proceed with this work effective January 5, 1970.

Your original estimate of cost and sketch map was submitted with your letter of February 16, 1970. As a result of a meeting of representatives of the State and City in your office, you submitted a revised estimate, including attachments A through E, with your letter dated March 9, 1970. Later it was mutually agreed between your Mr. Donahue and our Mr. Rumbolz that several items should be altered. In the interest of clarity we are attaching our Exhibit "A", which is a revised estimate of cost complete with your attachments as revised to reflect the final agreement.

The revised estimate of cost, as reflected by Exhibit "A", is hereby approved by the State.

Reimbursement for work performed on and subsequent to January 5, 1970, will be made in conformance with the City-State Agreement dated July 8, 1969, supplemented on March 17, 1970, upon receipt of your statement of charges. Please be sure to include the beginning and completion dates of the work in the bill.

Very truly yours,

F. D. Morgan
Construction Engineer

By: ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

PGP:ss
cc: F. B. Klaboe
V. L. Gallagher (2)(W/attachments)
V. E. Skoog "
L. W. Rulien (w/attachments) (2)
R. R. Cameron "
G. N. Hopkins "
R. H. Rumbolz "

Enclosure

RECEIVED
APR 14 1970
OFFICE OF
STATE HIGHWAY ENGINEER

*Note to L. W. Rulien: Please have a State Force Order prepared and submitted for this work. Return one copy of Exhibit "A" and sketch with SFO.

EXHIBIT "A"

The following estimate of cost reflects the revisions agreed to in your letters dated February 16 and March 9, 1970, and a telephone conversation between our Mr. Rumbolz and your Mr. Donahue.

I. Sanitary Sewer (Unit Cost Basis - See Item I of your letter dated 2-16-70)

(1) Adjust manholes on existing 12" sewer 12 each @ $50.00	$600.00	
(2) Adjust manholes on existing 8" sewer 6 each @ $50.00	300.00	
Construction Cost	$900.00	
TOTAL COST Item I	$900.00	$ 900.00

II. Water Utilities (See your letter dated 3-9-70 and attachments dated 3-4-70)

(1) Adjust water valve boxes (Unit Cost Basis) 10 each @ $30.00	$300.00	
(2) Adjust water meters and services (Unit Cost Basis) 25 each @ $56.00	$1,400.00	
11 each @ $110.00	1,210.00	
(See Attachment A dated 3-4-70 for detailed estimate)		
(3) Adjust fire hydrant and valve units (Unit Cost Basis) 8 each @ $225.00	1,800.00	
(4) Lower and replace service water lines in Molalla Ave. from Dewey Street to Hilda Street (Actual Cost Basis) 408 Lin. Ft.	2,610.37	
TOTAL COST Item II		$7,320.37

(See attachment B dated 3-4-70 for detailed estimate of man hours, equipment and material costs)

Exhibit "A"
Cost Estimate
April 13, 1970
Page 2

III. Relocate 1203' of 2" water line along east side of Molalla Avenue (Lump Sum Basis) (See your letter dated 3-9-70 and attachments)

Excavation	$300.75	
Materials	1,510.33	
Labor	1,925.11	
Equipment	196.40	
	$3,932.59	
TOTAL COST Item III		$3,932.59

(See Attachment C dated 3-4-70 for detailed estimate)

TOTAL - Items I, II & III	$12,152.96

IV. Fire Alarm System *

Labor	80.93
Equipment	72.00
As reflected in Item IV of your 2-16-70 letter	1,833.98
TOTAL COST Item IV	1,986.91

(See Attachment D dated 3-4-70 for detailed estimate)

Allocation of costs (See City-State Agreement dated 7-8-69 and letter-form Supplemental dated 3-17-70)

	Estimated Cost	State 75%	City 25%
Items I, II & III of Exhibit "A"	$12,152.96	$9,114.72	$3,038.24
Item IV	1,986.91	1,490.18	496.73
Total	$14,139.87	$10,604.90	$3,534.97

* Fire alarm portion has been submitted to our Accounting Division to be processed for payment in conformance with above mentioned "Allocation of Costs."

PGP:ss

CITY OF OREGON CITY

ATTACHMENT A

March 4, 1970

ENGINEER'S ESTIMATE

II. Water Utilities

(2) Adjust water meters and services	
a. 25 each @ $56.00	$ 1,400.00
b. 11 each @ $110.00	1,210.00
Total Estimated Construction Cost	$ 2,610.00

a. 25 each @ $56.00=	$ 1,400.00

Labor	
4 men - 2 hours each x $3.53	$28.24
Plus 25% Payroll Overhead=	7.06
	$35.30
Equipment	
Backhoe - 1 hour x $3.35=	$ 3.35
Materials	
3/4" Copper Tubing @ $0.60/lin. ft.	
12.0 lin. ft. x $0.60=	$ 7.20
3/4" Curb Stop @ $5.45 each	
1 each x $5.45=	5.45
3/4" Copper Ell @ $2.27 each	
1 each x $2.27=	2.27
Crushed Rock Backfill @ $2.50/cu. yd.	
1 cu. yd. x $2.50=	2.50
	$17.42

a. Summary

Labor	$35.30
Equipment	3.35
Materials	17.42
Total:	$56.07

$56.00 x 25 =	$1,400.00

- -

b. 11 each @ $110.00	$1,210.00

Labor	
4 men - 4 hours each x $3.53=	$56.48
Plus 25% Payroll Overhead=	14.12
	$70.60

Equipment	
Backhoe - 3 hours x $3.35=	$10.05
Materials	
3/4" Copper Tubing @ $0.60/lin. ft.	
32 lin. ft. x $0.60=	$19.20
3/4" Curb Stop @ $5.45 each	
1 each x $5.45=	5.45
3/4" Copper Ell @ $2.27 each	
1 each x $2.27=	2.27
Crushed Rock Backfill @ $2.50/cu. yd.	
1 cu. yd. x $2.50=	2.50
	$29.42

b. **Summary**

Labor	$70.60
-Equipment	10.05
Materials	29.42
Total:	$110.07

$110.00 x 11=	$1,210.00

John B. Donahue
City Engineer

CITY OF OREGON CITY

ATTACHMENT B

March 4, 1970

ENGINEER'S ESTIMATE

II. Water Utilities

(4) Lower and replace branch water lines
Dewey Street - Division Street
408 lin. ft.
Original estimate was 215 lin. ft.

Pearl Street

Labor	
5 men x 12 hours x $4.00 =	$ 240.00 ✓
1 Supervisor x 12 hours x $5.00 =	60.00 ✓
Total:	$ 300.00 ✓
Equipment	
Backhoe - 10 hours x $3.35 ✓ =	$ 33.50 ✓
5 cu. yd. Truck - 12 hours x $3.10 ✓ =	37.20 ✓
Total:	$ 70.70 ✓
Materials	
Crushed Rock Backfill 25.5 cu. yd. x $2.50/cu. yd. =	$ 63.75 ✓
2" Asphalt 4.4 Ton x $6.00/Ton =	$ 26.40 ✓
2" galv. steel ~~4" C.I.~~. Pipe 0.72 125 lin. ft. x $~~1.52~~/lin. ft. =	90.00 $ ~~190.00~~
2" ~~4" C.I.~~. Elbows 4 each @ $~~35.00~~= 2.00	8.00 $ ~~140.00~~
2" ~~4"~~ Gate Valve 1 each @ $~~65.00~~= 24.50	24.50 $ ~~65.00~~
2" ~~4"~~ Dresser $4.65 1 each @ $~~27.00~~ =	4.65 $ ~~27.00~~ 217.30
Pearl Street Total:	$ ~~882.85~~ 588.00

Roosevelt Street

Labor	
5 men x 8 hours x $4.00=	$ 160.00 ✓
1 Supervisor x 8 hours x $5.00=	40.00 ✓
Total:	$ 200.00 ✓

Equipment

Backhoe - 6 hours x $3.35 =	$ 20.10
5 cu. yd. Truck - 8 hours x $3.10 =	24.80
Total:	$ 44.90

Materials

Crushed Rock Backfill	
17.4 cu. yd. x $2.50/cu. yd. =	$ 43.50
2" Asphalt	
3.0 Ton x $6.00/Ton =	$ 18.00
4" C. I. Pipe	
85 lin. ft. x $1.52/lin. ft. =	$129.20
4" Elbows	
4 each @ $35.00 =	$140.00
4" Gate Valve	
1 each @ $65.00 =	$ 65.00
4" Dresser	
1 each @ $27.00 =	$ 27.00 122.70
Roosevelt Street Total:	$667.60

Logus Street

Labor

5 men x 8 hours x $4.00 =	$160.00
1 Supervisor x 8 hours x $5.00 =	40.00
Total:	$200.00

Equipment

Backhoe - 6 hours x $3.35 =	$ 20.10
5 cu. yd. Truck - 8 hours x $3.10 =	24.80
Total:	$ 44.90

Materials

Crushed Rock Backfill	
17.4 cu. yd. x $2.50/ cu. yd. =	$ 43.50
2" Asphalt	
3.0 Ton x $6.00/Ton =	$ 18.00
2" galv. steel ~~4" C. I.~~ Pipe 0.72	61.20
85 lin. ft. x $~~1.52~~/lin. ft. =	~~$129.20~~
2" ~~4"~~ Elbows 2.00	8.00
4 each @ $~~35.00~~ =	~~$140.00~~

ENGINEER'S ESTIMATE
Attachment B

Materials (continued)

2" ~~4"~~ Gate Valve 24.50 1 each @ $~~65.00~~ =	24.50 $ ~~65.00~~
2" ~~4"~~ Dresser 4.65 1 each @ $~~27.00~~ =	4.65 $ ~~27.00~~
~~Flanged Reducer 4" to 1½"~~ ~~1 each @ $9.00~~ =	$ ~~9.00~~ 159.85
Logus Street Total:	~~$676.60~~ 404.75

Willamette Street

Labor

5 men x 12 hours x $4.00 =	$240.00 ✓
1 Supervisor x 12 hours x $5.00 =	60.00 ✓
Total:	$300.00 ✓

Equipment

Backhoe - 10 hours x $3.35 = ✓	$ 33.50 ✓
5 cu. yd. Truck - 12 hours x $3.10 = ✓	37.20 ✓
	$ 70.70 ✓

Materials

Crushed Rock Backfill 23.1 cu. yd. x $2.50/cu. yd. =	$ 57.75 ✓
2" Asphalt 3.9 Ton x $6.00/Ton =	$ 23.40 ✓
1½" galv. steel ~~4" C.I.~~ Pipe 0.58 113 Lin. ft. x ~~$1.52~~/lin. ft. =	65.54 ~~$171.76~~
1½" ~~4"~~ Elbows 1.60 4 each @ ~~$35.00~~ =	6.40 ~~$140.00~~
1½" ~~4"~~ Gate Valve # 9.00 1 each @ $65.00 =	9.00 $ ~~65.00~~
1½" ~~4"~~ Dresser 4.27 2 each @ $~~27.00~~ =	8.54 $ ~~54.00~~
Reducer ~~4" to 3"~~ ~~1 each @ $23.00~~ =	$ ~~23.00~~
Flanged ~~Reducer 4" to 1½"~~ ~~1 each @ $9.00~~ =	$ ~~9.00~~ 170.63
Willamette Street Total:	~~$914.61~~ 541.33

Equipment

Roller to compact Asphalt 2.85 34.20
5-8 Ton Roller - 12 hours x ~~$3.15~~ = ~~$37.80~~

Labor - Engineering

City Engineer - 6 hours x $5.86 = $35.16 ✓
City Technician - 17 hours x $3.79 = $64.43 ✓
$99.59 ✓

Summary

Labor	$1,099.59 ✓	
Plus 25% of Labor for Payroll Overhead	274.90 ✓	
Equipment	~~269.00~~	265.40
Materials	~~1,910.46~~	970.48
Total Estimated Construction Cost:	~~$3,553.95~~	2,610.37

John B. Donahue
City Engineer

CITY OF OREGON CITY

ATTACHMENT C

March 4, 1970

ENGINEER'S ESTIMATE

III. 2" Water Line Restoration - 1203 lin. ft.

Molalla Avenue

1. Trench Excavation

$\frac{1.5 \times 3.0 \times 1203.0}{27} =$ 200.5 cu. yd. ✓

200.5 cu. yd. x $1.50/cu. yd. $300.75 ✓

2. Street Restoration

a. Rock backfill

$\frac{1.5 \times 2.83 \times 1203.0}{27} =$ 189.14 cu. yd. ✓

189.14 x $2.50/cu. yd.= $472.85 ✓

b. 2" Asphalt

$\frac{1.5 \times 1203.0}{9} =$ 200.5 sq. yd. ✓

Spec. gravity about 2.8 -- O.K.

200.5 sq. yd. = 22.28 Ton x $6.00/Ton 133.68 ✓

Street Restoration Total: $606.53 ✓

3. 2" Galvinized Steel Pipe
1203.0 x $0.7207/lin. ft.= $867.00 ✓

4. 2" Gate Valves
2 each @ $18.40 each= $ 36.80 ✓

#1510.33

5. Labor to Install 2" Galvinized Steel Pipe

5 man crew and 1 supervisor

5 men x 56 hours each x $4.00/hour= $1,120.00 ✓
1 supervisor x 56 hours x $5.00/hour= 280.00 ✓
Plus 25% for Payroll Overhead= 350.00 ✓
$1,750.00 ✓

Labor - Engineering
City Engineer - 10 hours x $5.86= $ 58.60 ✓
City Technician - 21.5 hour x $3.79= 81.49 ✓
Plus 25% for Payroll Overhead= 35.02 ✓
$175.11 ✓

6. Equipment
One 5 cu. yd. dump truck hauling excavated material rock backfill material for six (6) days, one (1) day hauling

ENGINEER'S ESTIMATE
Attachment C

6. Equipment (continued)
asphalt and one 5-8 ton roller for one (1) day.

5 cu. yd. truck - 56 hours x $3.10/hr. ✓ = $173.60 ✓
5-8 ton roller - 8 hours x ~~$3.15~~ 2.85/hr. = ~~25.20~~ 22.80
~~$198.80~~ 196.40

Summary

Excavation	$ 300.75 ✓	
Materials	1,510.33 ✓	
Labor	1,925.11 ✓	
Equipment	~~198.80~~	196.40
Total Estimated Cost	~~$3,934.99~~	3932.59

John B. Donahue
City Engineer

CITY OF OREGON CITY

ATTACHMENT D

March 4, 1970

STATEMENT OF COSTS

IV. Fire Alarm System - additional cost not included in original statement of cost.

Removing original aerial wire system:

Labor	
H. Nunn - $3.33 x 6 =	$ 19.98
D. Moger - $2.83 x 6 =	16.98
M. Turner - $4.63 x 6 =	27.78
Plus 25% Payroll Overhead =	16.19
Total Labor:	$ 80.93
Equipment	
Ladder Truck - $12.00 x 6 =	$ 72.00
Total Equipment	$ 72.00
Summary	
Labor	$ 80.93
Equipment	72.00
Total cost from original statement	1,833.98
Total Cost	$1,986.91

CITY OF OREGON CITY

ATTACHMENT E

March 4, 1970

PAYROLL OVERHEAD

Social Security	4.8 %	
City's Payment to Retirement Plan	7.01%	
Health, Life & Accident Insurance paid by the City	1.4 %	Average
State Accident Insurance Fund	1.02%	Average
Sick Leave	4.6 %	Average
Vacation	5.7 %	Average
Holidays	3.4 %	Average
Total Per Cent	27.93%	

C

RECEIVED
APR 21 1970
FOR FILING

5U-226(4)
7338

HL
3-17-70

March 19, 1970

City of Oregon City
City Hall
Oregon City, Oregon 97045

MISC. CONTRACTS and AGREEMENTS No. 3757

Attention: Mr. Alfred Simonson
City Manager

Gentlemen:

Attached for your records is a fully executed copy of a letter-form supplemental agreement pertaining to Division Street-Hilda Street (Molalla Avenue) Section of the Cascade Highway.

We have retained a fully executed copy of this agreement for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn
Att.

cc H. S. Cox
(conf. agreement attached)

RECEIVED
APR 14 1970

FOR FILING

SU-226(6)

7338

March 9, 1970

AGENDA
MAR 17 1970

30

K. F. Jacobsen & Co., Inc.
2611 S.E. 4th Avenue
Portland, Oregon 97202

Gentlemen:

The State Highway Commission on February 24, 1970, accepted your proposal for grading and paving on the Division Street-Hilda Street (Oregon City) Section of the Cascade Highway in Clackamas County for the sum of $180,643 and referred it to the State Highway Engineer with authority to award the contract as soon as approval of the City of Oregon City was received and the sum of $15,000 was deposited by the City.

Those conditions were fulfilled and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 7338.

Enclosed are three copies of this contract. Two of these copies should be signed on the contract and bond pages and returned to this office for completion. Please follow exactly the instructions given on the blue slip attached to the contract.

The third copy of the contract stamped "Advance Copy to be Retained by Contractor" is furnished for your information pending receipt of a fully executed copy.

The calendar workday count on this contract will begin March 20, 1970.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cr
Enclosures

bc: Pacific Builder & Engr., Inc., Seattle, Wash.
Daily Journal of Commerce, Seattle, Wn., & Portland, Ore.
F. D. Morgan
I. D. Merchant
D. J. Barbee
William Geibel (SAIF)
L. W. Rulien
R. R. Cameron

RECEIVED
MAR 9 - 1970

FOR FILING

SP*33500-734

SU-226(6)
7338

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 6, 1970

To:
Mr. L. H. Young
Program & Planning Engineer
BUILDING

SUBJECT:
Advance Deposit
Division Street-Hilda Street
(Molalla Avenue) Section
Cascade Highway No. 160
OREGON CITY

Per agreement between City and State, the City has deposited its check #2552 in the amount of $15,000 to cover initial payment for City's portion of costs pertaining to subject section.

Additional payments are due from the City; i.e., $25,000 on 8/10/70 and $36,300± on 1/10/71.

The $15,000 applies to all costs related to subject project, thus making the project clear for award.

H. S. Cox
County-City Engineer

By

D N Harwell
D. N. Harwell
Assistant County-City Engineer

DNH:mm

cc: F. B. Klaboe
Floyd Query
F. D. Morgan
F. B. Crandall
V. E. Skoog
L. W. Rulien

NOTED
F.B. KLABOE

RECEIVED
MAR 6 1970
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 4 - 1970
FOR FILING

SU-226(6)

7338

March 4, 1970

Oregon State Highway Commission

Gentlemen:

There will be presented for your consideration at the March 17 meeting, a supplemental construction-finance agreement with the City of Oregon City pertaining to the Division Street-Hilda Street (Molalla Avenue) Section of the Cascade Highway (ORE 213).

A prior agreement of July 1969, will remain in full force and effect except as modified by this supplement to include additional costs for utility relocation, revised project cost estimates, and payment schedule toward the City's portion of project costs.

Bids were received on this project February 19, 1970, with net construction costs amounting to approximately $289,930 to be shared on the basis of 75 percent State, 25 percent City.

I recommend your approval and request authority for the Secretary to sign the agreement for and on your behalf.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Tom Edwards
F. B. Klaboe
V. D. Wolfe
L. E. Young
F. D. Morgan
F. B. Crandall
V. E. Skoog
L. W. Rulien H. S. Cox

DNH:ljt sr

RECEIVED
MAR - 1970
FOR FILING

311-22(6)
73381

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

bc: R. L. Porter
~~Tom Edwards~~
E. B. Klaboe
~~L. H. Young~~
F. D. Morgan
F. B. Crandall

February 24, 1970

Oregon City City Commission
City Hall
Oregon City, Oregon 97045

Attention: Mr. Alfred Simonson
City Manager

Gentlemen:

On Thursday, February 19, 1970, bids were received on the Division Street-Hilda Street (Molalla Avenue) Section of the Cascade Highway (ORE 213) within the City of Oregon City. The satisfactory bid received from K. F. Jacobson & Co., Inc. of Portland was for $180,643.00.

In regards to the agreement between State and City, the projects costs are to be split on the basis of 25 per cent City, 75 per cent State regarding all construction costs excepting the signalization work which is to be split on a 50 per cent City, 50 per cent State cost basis. Based on the foregoing, the following advance deposit is required from the City prior to award of contract, with the understanding the agreement regarding deferred payments takes precedence over the previous agreements.

Bid Items	$180,643.00
Flagging	6,000.00
Signing	2,800.00
Utility adjustment	66,000.00
Engineering & contingencies (13½%)	34,484.80
TOTAL ESTIMATED COSTS	$289,927.80

Advance deposit:

Total cost (approx.)	$289,900.00	
Signalization (50% City)	15,300.00 =	$7,650
Subtotal (25% City)	$274,600.00 =	68,650
TOTAL CITY COST		$76,300

Due prior to award	$15,000.00
Due August 10, 1970	25,000.00
Due January 10, 1971	36,300.00

Please make the initial advance deposit in the amount of $15,000 payable by check or warrant to the Oregon State Highway Commission and forward same to this office prior to March 13, 1970, if at all possible.

Very truly yours,

Forrest Cooper
State Highway Engineer

D N Harwell
By: H. S. Cox
for County and City Engineer

DNH:ljt
cc: Floyd Query
V. E. Skoog
L. W. Rulien

RECEIVED
FEB 25 1970
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 12 1970
FOR FILING

511-226(6)
7338

4G

MISC. CONTRACTS and
AGREEMENTS No. 5903

2-3-70

February 9, 1970

City of Oregon City
City Hall
Oregon City, Oregon 97045

Attention: John A. Buel
City Recorder

Gentlemen:

Attached for your records is a fully executed copy of an agreement covering the installation of traffic signals at the intersection of the Cascade Highway and Hilda Street.

We have retained a fully executed copy of this agreement for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn
Attachment

cc F. B. Crandall
(conf. agreement attached)

RECEIVED
JAN 19 1970

511-226 (6)

7338

January 19, 1970

Oregon State Highway Commission

Gentlemen:

An agreement has been executed with the City of Oregon City covering the installation of traffic signals at the intersection of the Cascade Highway and Hilda Street.

The agreement provides that the City shall maintain the traffic signals after installation and pay all power costs. The installation cost, which is estimated to be $20,000, will be shared equally by the City and the State. This installation will be a part of the construction project on the Division Street-Hilda Street (Oregon City) Section of the Cascade Highway. This is a Federal-aid project.

I recommend your approval and request authority for the Secretary to sign the agreement for and on your behalf. This matter will be on the agenda for the February 3 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Tom Edwards
V. D. Wolfe
V. E. Skoog
F. B. Crandall
E. S. Hunter
J. J. Gix
L. W. Rulien
H. S. Cox

VPJ:ji sr

Research

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JAN 9 - 1970

FOR FILING
SU-336 6)
- 7338

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 8, 1970

SUBJECT:

To:

Mr. T. W. Litchfield
Utilities Liaison Engineer

CONSTRUCTION

Attention: Jack Cartwright
Utilities Office Engineer

Division St. - Hilda St. Section
Cascade Highway
Clackamas County
Status of Molalla Avenue from Madison Street Southeasterly to the City Limits

After research into the status of Molalla Avenue, the following is offered.

1. Molalla Avenue never was a city street, and our extensive research indicates that although attempts were made to make it a city street the statutory procedure was never allowed.

2. It was originally a territorial road, later a county road, and was taken over as a state highway.

3. The City of West Linn installed a water pipe in Molalla Avenue without a permit from the Highway Division. Under what authority it was placed in the street, at this point and time, is of no consequence.

4. On the basis of the status of Molalla Avenue, the City of West Linn is entitled to complete reimbursement for its expense in relocating its water main.

5. The following alternatives are available to the Highway Division.

A. Proceed under the existing agreement and pursuant to Paragraph 4 under THINGS TO BE DONE BY THE CITY require Oregon City to bear the full cost of the relocation of the City of West Linn's water main.

B. Amend the agreement to provide that the State will pick up the entire cost of the relocation of the City of West Linn's water main.

C. Amend the agreement to provide that this item shall become a part of the general cost of the project and require Oregon City to pay 25 percent of the cost.

In our opinion inasmuch as this is a state highway we feel that any utility facilities that are in State Highway right of way and come within the provisions of the 1967 utility relocation statute must be relocated at the expense of the State Highway Division unless we can shift this tender to some other agency by agreement.

Jack L. Sollis
JACK L. SOLLIS
Staff Attorney

JLS:krk

cc: F. B. Klaboe
G. E. Rohde
F. C. McKinney
Don Harwell

FORM 2-50 (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 6, 1970

SUBJECT:

To:

MEMO TO THE FILE

Division St. - Hilda St. Section
Cascade Highway
Clackamas County
Status of Molalla Avenue from
Madison Street Southeasterly
to the City Limits

The following problems confront the Highway Division as regards the above construction project.

1. The Highway Division and the City of Oregon City have entered into a City-State agreement for the improvement of Molalla Avenue from Division Street to Hilda Street inside the city limits of Oregon City. The agreement provides that Oregon City will pay 25 percent of the costs of the project. It appears from all the information I have gathered that at the time the City-State agreement was entered into both the Highway Division and Oregon City were under the impression that Molalla Avenue was a city street.

2. On the assumption that Molalla Avenue was a city street, the agreement provided that the City would cause all non-city (this means Oregon City) -owned utilities located in public streets or ways to be relocated by the City at no expense to the State.

3. The City of West Linn by virtue of a franchise granted by Oregon City in 1915 installed a 10-inch water main in Molalla Avenue throughout the entire limits of the project. The franchise from Oregon City to West Linn was general in nature and provided that the City of West Linn could lay water mains in any of the streets of Oregon City that it chose so long as the street was repaired after the main was installed. On the assumption that this was a city street the City of West Linn pursuant to permission from the City of Oregon City installed this 10-inch water main.

4. Because of this project, it will be necessary to relocate the City of West Linn's water main for the entire length of the project, and it is estimated that this will cost between $18,000 and $20,000. If Molalla Avenue is a city street, this is strictly a matter between Oregon City and the City of West Linn and is compounded by the fact that the franchise said

absolutely nothing about relocation. As the franchise contained no reference to relocation, the common law would apply and West Linn would be required to relocate at their expense. However, the 1967 law providing for the reimbursement by the Highway Division for the relocation of certain utilities would appear to govern this problem and the City of West Linn should be reimbursed in any event. The reason the 1967 law applies is that this is a State Highway project and the relocation is caused by the project and the West Linn line is not under a Highway permit. If Molalla Avenue is not a city street and is a state highway, then the 1967 law also applies in that the City of West Linn is on State Highway right of way without a permit.

It would appear that what I have just said would solve all of the problems and the matter could just be dropped. However, I do not feel that this is the case. In order to clarify the status of Molalla Avenue and other portions of the Cascade Highway within the limits of Oregon City, the following is offered.

According to the territorial session laws in the vault in the Supreme Court Library, a road from "Oregon City-Molalla Settlement-Crossing Pudding River-Holman Prairie, Settlement on Santiam River in District of Champoig (Oregon City Session) was approved August 20, 1845."

A general land office plat surveyed June 30, 1852, shows this road as commencing at the old county courthouse and proceeding in a southeasterly and then southerly direction to the Molalla Settlement. (The old county courthouse was located in what is now Block 111 between 6th and 7th and Madison and Jefferson Streets according to that certain plat of Oregon City dated 1850.)

The Deady Code in Section 38, Title 1, Chapter 47 (this is the general laws of Oregon 1845-1864) provides that all territorial roads were declared to be county roads.

The last legislative charter of the City of Oregon City was issued in 1893. It specifically repealed all previous charters and all other acts in conflict with it. This charter added a great deal of territory to the City of Oregon City and included in the area added to the City of Oregon City was the area surrounding Molalla Avenue from Division Street southerly to the city limits (1893 city limits). This portion of Molalla Avenue is shown colored in green on the attached Exhibit A. That portion of 7th Street and Taylor Avenue that was also a territorial road is shown colored in blue on said Exhibit A. It is my conclusion that Molalla Road, as it was called in the 1800's and early 1900's, is the present Molalla Avenue.

The charter of 1893 gave Oregon City the right to provide lighting for the streets of the city, remove all obstructions from the streets, regulate the use of streets, roads, and highways, and regulate the opening of street surfaces. Nowhere in the charter did the legislature specifically provide that all county roads within the limits of the city as then charted would become city streets.

The following Supreme Court decisions hold that unless specifically designated by the legislature a county road does not become a city street and that the city cannot take them out without legislative authority. Heiple v. City of East Portland, 13 Or 97 (1885); Cole v. Seaside, 80 Or 73 (1916); Bowers v. Neil, 64 Or 104 (1912); East Portland v. Multnomah County, 6 Or 62 (1876); Baxter v. State, 49 Or 353 (1907).

As a result of the decision in Cole v. Seaside the legislature in 1919 enacted Chapter 274, a copy of which is attached. This act sets forth the specific statutory procedure for a county to relinquish jurisdiction over a county road to a city and for the city to accept the same, thus making it a city street. This statute was interpreted by the Oregon Supreme Court in the case of Willett v. City of West Linn, 142 Or 662 (1933); and the Court held that despite the fact the city had maintained the portion of county road in question and had constructed sidewalks thereon that they could not assess the abutting property owners for the cost of the sidewalks because they, the city and the county, had never followed the statutory procedure to make the county road a city street. The Court went on to hold that the statutory procedure must be followed in order to change the status from a county road to a city street; and if it is not followed, no amount of usage or expenditure of funds by the city can override or replace the requirements of the statute.

In 1928 Clackamas County and the City of Oregon City entered into an agreement for the improvement of Molalla Avenue from Division Street to Duane Avenue which is just one block short of covering the entire length of the present project. One paragraph of the agreement provided that "when said improvement is completed and accepted in accordance with the plans and specifications, the County shall surrender jurisdiction of said road to Oregon City and Oregon City shall thereafter assume full and complete responsibility of said road." It would appear at this time that both the county and the city recognized that this was still a county road. No evidence has been given to me showing that the county and city, subsequent to this agreement, followed the statutory procedure to make this a city street.

The matter is slightly confused by the fact that in 1931 the State Highway Commission established by resolution the Cascade Highway in Clackamas County for the length of 27.06 miles. A copy of excerpts of the minutes are attached.

In May, 1935 the Commission designated the Cascade Highway over certain city streets within the limits of Oregon City including 7th Avenue, Taylor Street and Molalla Avenue from Division Street southerly to the south city limits of Oregon City. A copy of the resolution is also attached.

Notwithstanding the incorrect assumptions of the Highway Division and the City of Oregon City down through the years, it would appear that the history of Molalla Avenue is as follows:

1. Established as a territorial road in 1845
2. Became a county road in 1860
3. Became a state highway in 1931 by resolution
4. Was never a city street

Therefore, any utilities located within the boundaries of Molalla Avenue southeasterly of Division Street should have been governed by permits from the State Highway Division instead of the City of Oregon City, and any utilities now located within the right of way would have to be relocated at the expense of the State Highway Division.

As the present agreement with the City of Oregon City provides, the city will cause to be relocated at no expense to the State Highway Division all non-city-owned utilities lying within public streets or ways. This provision does not apply to Molalla Avenue as both parties thought it did. Thus, the agreement does not set forth the real intent of the parties under the present connection (Molalla Avenue never a city street). I would recommend that the agreement be amended to indicate clearly that Molalla Avenue is not a city street and that all utilities are to be adjusted in accordance with this understanding. I believe this would alleviate all our problems although it will cost us a little money.

To avoid questions in the future widening of the Cascade Highway, I would suggest that we clarify the status of the Cascade Highway in Oregon City on 7th Avenue from Madison to Taylor and on Taylor Avenue to Division Street, as I feel this section is also state highway just as Molalla Avenue is. When I say state highway I am referring to a state highway in which we have all the ownership the county had and not a state highway routed over a city street as was believed to be the case when the agreement was entered into.

If anyone has any questions regarding my findings in this matter or the procedure I have suggested, I will be most happy to discuss it with them.

Jack L. Sollis
JACK L. SOLLIS
Staff Attorney

JLS:krk
Attachments
cc: F. B. Klaboe w/atts.
F. C. McKinney w/atts.
Don Harwell w/atts.
T. W. Litchfield w/atts.

CHAPTER 123

AN ACT

[H. B. 285]

Amending section 4694, Oregon Laws, relating to agreements between county courts and/or county commissioners and cities for road work.

Be It Enacted by the People of the State of Oregon:

Section 1. That section 4694, Oregon Laws, be and the same hereby is amended so as to read as follows:

Sec. 4694. The county court or the board of county commissioners of any county, and the authorities of any city within such county, may enter into an agreement for the construction, improvement or repair of any county road or city street within the corporate limits of such city, or for the construction, improvement or repair of any road without such city but leading directly thereto, and in such agreements shall agree upon the proportion which each shall contribute toward such construction, improvement or repair and upon the method and kind of construction, improvement or repair that shall be made; provided, that none of the provisions of this act relating to the construction, improvement or repair of any road without the city shall apply to cities having 100,000 or more population.

Approved by the governor February 21, 1925.
Filed in the office of the secretary of state February 21, 1925.

County Commissioners R. A. Wright and W. H. Counsell and County Engineer D. T. Meldrum representing the County Court in Clackamas County were present in the interests of secondary highways in this county. After a discussion, the following roads were designated as secondary highways by mutual agreement between the County Court and the State Highway Commission.

Cascade Highway	27.06 miles
Boones Ferry - Tigard Road	4.73 miles
Woodburn - Mt. Hood Highway Road	36.12 miles

CHAPTER 274

AN ACT

[S. B. 93]

Providing a method whereby counties may surrender to cities and towns jurisdiction over county roads or portions thereof situated within the same and to enable such cities to repair, construct and improve such county roads or portions thereof in the same manner and giving them jurisdiction over them to the same extent that they now have over their streets and alleys and relating to assessments.

Be It Enacted by the People of the State of Oregon:

Section 1. Whenever the county court of any county may deem it necessary or expedient or for the best interests of the county to surrender jurisdiction over any county road or portion thereof within the corporate limits of any incorporated city or town, and the council, board of trustees, commissioners or other governing body of such city or town shall deem it necessary or expedient and for the best interests of said city or town to acquire jurisdiction over such county road or part thereof to the same extent as it has over other public streets and alleys of said city, the county court, upon the request of said city or town by its said governing body, shall give notice by posting in three public places in said county, one of which shall be within the limits of said city or town, or by publishing such notice once a week for four successive weeks in some newspaper of general circulation in such county, which notice shall give the time and place of hearing and a succinct statement of the proposed action requested and describing the road or portion thereof proposed to be surrendered by such county to such city or town with convenient certainty. At the time and place mentioned in such notice or at such adjournment thereof as the court may fix, said court shall hear said matter, and consider any objections or testimony offered by any person interested and determine whether it is necessary or expedient or for the best interests of such county to surrender jurisdiction over such county road or highway or portion thereof to such city or town and in the event such court shall so determine, it shall make an order to that effect and offer to such city or town to surrender jurisdiction over such county road or highway or portion thereof, and may limit the time for the acceptance of such offer, and such city or town by appropriate ordinance or resolution or other municipal legislation may within the time specified accept such order and offer and upon the legal adoption of such ordinance or resolution or other appropriate municipal legislation, the jurisdiction of said county over such county road or portion thereof as a county road, or for its improvement, construction or repair shall cease and determine, and the full and absolute jurisdiction over the same for all purposes of repair, construction and improvement, and the levying and collection of assessments therefor shall vest in said city or town, and such city or town shall have the same control, power and jurisdiction over the same as by its charter and the laws of the state are given or granted it over any of the public streets and alleys of such city or town.

Section 2. The provisions of section 1 of this act shall be applicable to all county roads and highways, whether acquired by the county or the public by condemnation, defective condemnation and user, user or prescription or in any manner provided by law or in which the easement for highway purposes is in the public.

Section 3. That no assessment heretofore or hereafter made by any city or town for the improvement of any county road or portion thereof under the bona fide belief of its governing body that the same was a public street of said city shall be deemed invalid where the property owner shall have permitted such city or town to make such improvement, or where the county shall have surrendered jurisdiction to such city or town within the time when such assessment is otherwise collectible by law, provided that within the time such assessment would be otherwise collectible such city shall acquire such full jurisdiction over such county road or portion thereof as herein provided.

Filed in the office of the secretary of state March 3, 1919.

RESOLUTION

WHEREAS, pursuant to the provisions of Section 44-2705, Oregon Code 1930, the State Highway Commission is authorized and directed "whenever the route of any state highway passes through the corporate limits of any incorporated city or town of this state, to select and designate the street or streets of such incorporated town or city over which the said state highway shall be routed, and said State Highway Commission is further authorized and directed to erect and maintain suitable road signs on and along said street or streets at such places and of such material and design as the said commission may select"; and

WHEREAS, in response to the demands, provisions and authority of said statute it is the purpose and plan of the State Highway Commission to designate and select streets of the several cities of the State over which temporarily to route the several and respective state and secondary state highways passing through said cities and thus contribute to the convenience and accommodation of the traveling public; and

WHEREAS, the Commission does not now have, nor is there at this time available, sufficient data, facts or information upon which to base a permanent designation or selection of the street or streets of the several respective incorporated towns or cities of the State over which to route the respective highways passing through said cities; and

WHEREAS, for the sole purpose of contributing to the immediate convenience and accommodation of traffic and for the purpose of directing traffic through the corporate limits of said cities the several streets hereinafter

5-35 - Adopted by Commission

named shall be deemed to be only temporarily designated;

NOW, THEREFORE, all members being present and affirmatively participating, the Highway Commission does hereby resolve and order as follows:

1. PACIFIC HIGHWAY (EAST SIDE). The route of the Pacific Highway (East Side) (State Highway No. 1) shall be and said highway hereby is routed through the several cities and towns hereinafter named and over the streets hereinafter designated of said respective cities or towns and said streets hereby are selected and designated as the streets of said cities or towns over which there shall be and hereby is routed the Pacific Highway (East Side); and said cities and towns and the streets of the same selected and designated as and for the purpose herein stated are as follows:

West Linn and Oregon City:

Hwy 3

(Beginning at the north city limits of West Linn where the same is intersected by the Pacific Highway as now constructed; thence southeasterly along the Pacific Highway as now constructed to the west city limits of Oregon City;)(Hwy 1E thence along the Pacific Highway to an intersection with Main Street in Oregon City; thence southwesterly along Main Street to the intersection of Main Street and Fifth Street; thence along Fifth Street to the east side of the Southern Pacific Railroad; thence southwesterly along the Pacific Highway as now constructed to the south city limits of Oregon City.)

Salem:

1E

Beginning at the north city limits of Salem where the same is intersected by the Pacific Highway as now constructed; thence southwesterly along the Pacific Highway as now constructed and the Fairgrounds Road to where the Fairgrounds Road is intersected by North Capitol Street; thence southerly along North Capitol Street to the intersection of North Capitol Street and Court Street; thence westerly along Court Street to the intersection of Court Street and Commercial Street; thence southerly along Commercial Street to the south city limits of Salem.

Albany: See A+R -

Beginning at the east city limits of Albany where the same is intersected by the road or street known as Salem Road; thence westerly along Salem Road to the intersection of Salem Road and Main Street; thence northerly along Main Street to the intersection of Main and First Streets; thence westerly along

29. YAMHILL-NEWBERG SECONDARY HIGHWAY NO. 151. The route of the Yamhill-Newberg Secondary Highway No. 151 shall be and said highway hereby is routed through the following named city over the streets hereinafter designated, and said streets hereby are selected and designated as the streets of said city over which there shall be and hereby is routed the Yamhill-Newberg Secondary Highway No. 151; and said city and the streets of the same selected and designated as and for the purpose herein stated are as follows:

Newberg:

Beginning at the intersection of First Street and Main Street in the City of Newberg; thence north along Main Street to the intersection of Main Street and Illinois Street; thence west along Illinois Street and the Yamhill-Newberg Secondary Highway to the west city limits of Newberg.

30. THREE MILE LANE SECONDARY HIGHWAY NO. 152. The route of the Three Mile Lane Secondary Highway No. 152 shall be and said highway hereby is routed through the following named city over the streets hereinafter designated, and said streets hereby are selected and designated as the streets of said city over which there shall be and hereby is routed the Three Mile Lane Secondary Highway No. 152; and said city and the streets of the same selected and designated as and for the purpose herein stated are as follows:

McMinnville:

Beginning at the intersection of Third Street and "I" Street in the City of McMinnville; thence south along "I" Street and the Three Mile Lane Secondary Highway as now constructed in McMinnville, to the east city limits of McMinnville.

31. CASCADE SECONDARY HIGHWAY NO. 160. The route of the Cascade Secondary Highway No. 160 shall be and said highway hereby is routed through the several cities and towns hereinafter named and over the streets herein-

after designated of said respective cities or towns and said streets hereby are selected and designated as the streets of said cities or towns over which there shall be and hereby is routed the Cascade Secondary Highway No. 160; and said cities and towns and the streets of the same selected and designated as and for the purpose herein stated are as follows:

Oregon City:

Beginning at the north city limits of Oregon City where the same is intersected by Washington Street near Abernethy Creek; thence southwesterly along Washington Street to the intersection of Washington Street and Seventh Street; thence southeasterly along Seventh Street to the intersection of Seventh Street and Molalla Avenue; thence southerly along Molalla Avenue and an extension thereof to the south city limits of Oregon City.

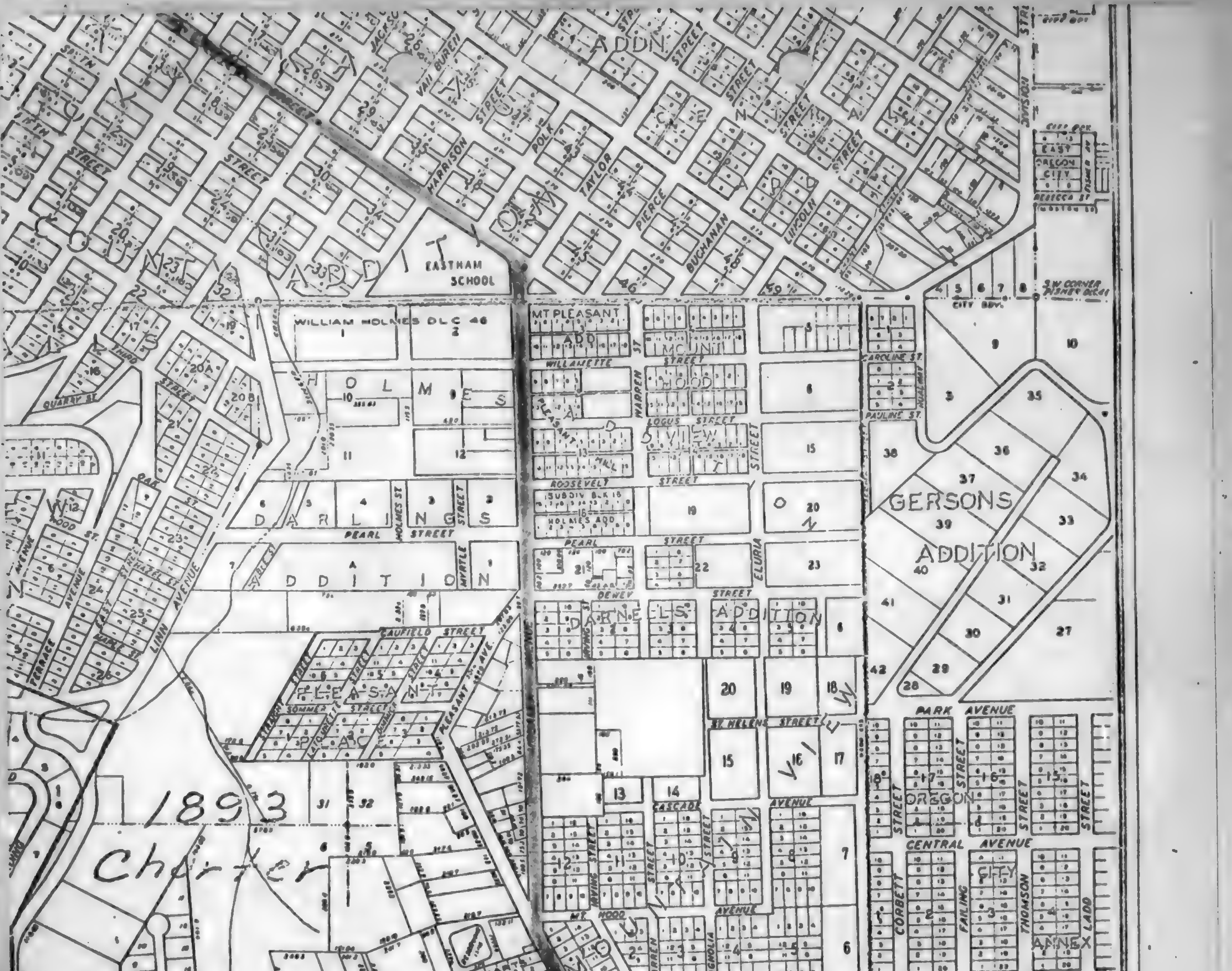
Silverton:

Beginning at the east city limits of Silverton where the same is intersected by East Oak Street; thence southwesterly along East Oak Street and Oak Street to the intersection of Oak Street and Water Street.

32. SILVER CREEK FALLS SECONDARY HIGHWAY NO. 163. The route of the Silver Creek Falls Secondary Highway No. 163 shall be and said highway hereby is routed through the several cities and towns hereinafter named and over the streets hereinafter designated of said respective cities or towns and said streets hereby are selected and designated as the streets of said cities or towns over which there shall be and hereby is routed the Silver Creek Falls Secondary Highway No. 163; and said cities and towns and the streets of the same selected and designated as and for the purpose herein stated are as follows:

Salem:

Beginning at the intersection of North Capitol Street and Court Street in the City of Salem; thence easterly along Court Street to the intersection of Court Street and 12th Street; thence southerly along 12th Street to the intersection of 12th Street and State Street; thence easterly along State Street to the east city limits of Salem.



ADDN
EASTHAM SCHOOL
WILLIAM HOLMES DLC 46
MT PLEASANT ADD
MOUNT HOOD VIEW
HOLMES
DARLINGS ADDITION
PEARL STREET
DEWEY STREET
DARNELLS ADDITION
GERSONS ADDITION
EAST OREGON CITY
REBECCA ST
CAROLINE ST
PAULINE ST
CITY BDY.
PARK AVENUE
CENTRAL AVENUE
OREGON CITY ANNEX
CORBETT STREET
FAILING
THOMSON STREET
LADD STREET
PLEASANT PLACE
CAUFIELD STREET
ST HELENS STREET
CASCADE AVENUE
MT. HOOD AVENUE
WARREN
MAGNOLIA
IRVING STREET
MOUNT VIEW
DUANE AVENUE
HILDA STREET
TOOZE ADDN
MOUNTAIN VIEW STREET
RESERVOIR
ECKHARTS
MOUNTAIN VIEW CEMETERY
ELLA STREET
ETHEL STREET
SOUTH OREGON CITY NO. 1
LINN AVENUE
JOHNSON STREET
LEONARD
JUNIOR HIGH SCHOOL
ST. JOHN'S CEMETERY
ELYS ADD
LARSON ADDN
BEVERLY DRIVE
FAIRVIEW ADDN
WILLAMETTE STREET
ROOSEVELT STREET
ELURIA STREET
LOGUS STREET
HARRISON STREET
POLK
TAYLOR
PIERCE
BUCHANAN
LINCOLN
VAN BUREN
JACKSON
QUARRY ST.
SUB STA.
1893 Charter

TRANSACTION NUMBER 1-11

RM PR-48
EV. 7-67)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

TRANSMITTAL AND REQUEST FOR INITIAL PROGRAM APPROVAL OF PROJECTS

(PPM 21-1)

STATE HIGHWAY DEPARTMENT: OREGON

DATE: 1-6-70

BY (Signature): MR. YOUNG'S DECEMBER 23, 1969 LETTER

TITLE: PROGRAM AND PLANNING ENGINEER

CLASS OF FEDERAL FUNDS: ☐ FAI ☐ FAP ☐ FAU ☒ FAS ☐ OTHERS

AGE 1* ITEM NOS. ____ THRU ____

STAGE 2 ITEM NOS. 1018 THRU ____

ITEM NO.	PROJECT NOS.	LENGTH (Miles)	TOTAL ESTIMATED COST	FEDERAL FUNDS
1018	SU-226(6)	0.65	264,000	167,600

OTHER IDENTIFICATION AND/OR REMARKS (State)

LOCATION	WORK
DIVISION ST. - HILDA ST. SECTION IN OREGON CITY	GRADE - DRAIN - HIGH TYPE PAVEMENT AND TRAFFIC SIGNALS.

1-9-70

REFERRED TO Young
BY ASST. STATE HWY. ENGR.

NOTED
F. B. KLABOE

RECEIVED
JAN 8 1970
OFFICE OF
STATE HIGHWAY ENGINEER

1-6-70

REMARKS (Division)

THE SUBSTANDARD WIDTH FOR THIS PROJECT HAS BEEN APPROVED AS AN EXCEPTION TO THE SECONDARY ROAD PLAN DESIGN CRITERIA.

YOU ARE AUTHORIZED TO PROCEED WITH ACTIONS NECESSARY TO ADVANCE TO COMPLETION THE PHYSICAL CONSTRUCTION PROVIDED FOR BY THE ABOVE PROJECT INCLUDING ADJUSTMENT OF UTILITIES AND NECESSARY PREPARATORY WORK IN ACCORDANCE WITH THE PROVISIONS OF YOUR APPROVED SECONDARY ROAD PLAN. IF YOU SUBSEQUENTLY FIND THAT EXCEPTIONS TO THE PROCEDURE WILL BE NEEDED OR THAT YOUR PROPOSED DESIGN STANDARDS FOR THESE PROJECTS ARE LOWER THAN THE MINIMUM DESIGN STANDARDS AS APPROVED JUNE 24, 1968, THIS OFFICE SHOULD BE NOTIFIED OF SUCH PROPOSED EXCEPTIONS AND REASONS THEREOF.

APPROVAL OF ITEM 1019 IS BEING DEFERRED PENDING RECEIPT OF NECESSARY APPROVAL BY COLUMBIA REGION ASSOCIATION OF GOVERNMENTS.

SU-226

RECOMMENDED		APPROVED	
DATE	SIGNATURE AND TITLE	DATE	SIGNATURE AND TITLE
		1-6-70	R. E. SIMPSON, DIVISION ENGINEER

* Program approval and any authorization to proceed with a Stage 1 project shall not constitute any commitment of Federal funds nor shall it be construed as creating in any manner, any obligation on the part of the Federal Government to provide Federal funds for the undertaking.

GPO 927-934

RECEIVED
DEC 30 1969

FOR FILING

SU-226(6)
7338

December 23, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon 97301

Dear Sir:

We are submitting program data for two Secondary Projects, Items 1018 and 1019 which we desire to have included in the Federal-Aid Secondary Highway Program.

These projects have been selected by the State Highway Commission and local authorities in cooperation with each other as required by the Federal-Aid Act.

It is our present intention to receive bids for these projects on January 29, 1970.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Program and Planning Engineer

RNC:dg
Encl.

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W. O.

FORM PR-1
(REV. 4-61)

FEDERAL - AID

(PPM

CARD 2	REPORT NUMBER 1 (19) (20)	PROJECT LOCATION *(45 typewriter spaces)* S.R. 213 Division St.-Hilda St. (Oregon City) 21 65	ADT	PRESENT 11,400	FUTURE 19,400 (66) (70)	YE (71)

CARD 3	CHARACTER OF PROPOSED WORK *(35 typewriter spaces)* Gr., Dr., High-Type Pave., Curbs 28 62	NATL. FOREST (63) (65)	FH ROUTE NO. (66) (68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. AU (74)

CARD 4	CLASS OF FEDERAL FUNDS Secondary	COUNTY NAME	
	NAME OF URBAN AREA 17-31 Portland	ROUTE NO. S	FEDERAL-A 147

CARD	LINE NO.	CHANGE CODE	PROJECT CODE	WORK CLASS	WORK TYPE	STEP	TERMINI *(Full description)*	MILES	ESTIMATED PROJECT TOTAL ESTIMATED COST	FEDERAL FUNDS
1	(14-15)	(16	41	42	43 46	53		(54) (58)	(59) (66)	(67)
5					PE		State Route 213 from Division St. to Hilda St. in Oregon City /Division St.-Hilda St. (Oregon City) Section/			
5					ROW					
5					CONST (CODE) 6201			0.65	264,000	167,600

CARD 1	CODE 1	PREPARED BY	PROJECT TOTALS	0.65	264,000	167,600
1	14	PROGRAM APPROVAL DATES			(15) (23)	(24)

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

	ADT								
		PRESENT	FUTURE	YEAR	REGION	STATE NAME	STATE CODE	APPN CODE	ITEM NO.
gon Y)		11,400	19,400	90	08	Oregon	35	022	1018

SUPV AGCY	DA CLASSIF.	DA AREA	EMERG. YR.	PL. AUTH YR	PROJECT NUMBER: PREFIX LETTER(S)	NUMBER	SEQ. NO.	I. Projects Only: POST MI.	DESIG.
					SU	226(6)			

COUNTY NAME: Clackamas
CODE: 005

ROUTE NO. S
FEDERAL-AID: 147
STATE: 160
U.S.:

PROGRAM STAGE: ☐ 1 OR ☒ 2

ESTIMATED PROJECT COST BY PHASES

	MILES	TOTAL ESTIMATED COST	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS
m da					
	0.65	264,000	167,600	30,400	66,000 (City)
	0.65	264,000	167,600	30,400	66,000 (City)

CHARACTER OF PROPOSED WORK
(Full description)

Gr., Dr., 4-12' lanes H.T. Pave. with curbs and traffic signs. Traffic Signal Installation.

ROW-60' min.; access control-none; parking restriction-complete; Utilities-adjustment required including prepatory work.

REMARKS

The State has legal authority to regulate the use by utilities of the rights of way of this project under agreement with Oregon City, May 1969.

DIVISION ST.-HILDA ST. (OREGON CITY) SECTION

Project No. SU-226(6)

Existing Facility

Roadway: 32' curbed high-type pavement.
Structures: None.

Adjacent Sections

North End: 40' curbed high-type pavement.
South End: 44' curbed high-type pavement constructed under Project No. SU-266(3)

Project Data

The proposed project consists of grading and draining four 12' lanes high-type pavement with curbs, replacement of concrete sidewalks, signing and adjustment of utilities including prepatory work. Traffic signal installation at Hilda Street.

System Action, Railroads, Water Development, Airports: None involved.

Public Hearing: Held May 27, 1969.

Location/Design: Approved August 8, 1969.

Social, Economic and Environmental Effects Considered: Yes.

Minimum Design Standards: Exceptions approved by B.P.R. May 7, 1969.

Parks, Historical and Recreational Areas: None involved.

Relocation Payments: None involved.

CRAG Approval: June 27, 1969.

Data required by IM 50-2-65: Submitted July 15, 1969.

Y-060 Utilities: - Oregon City Water Line $ 6,000
West Linn Water Line $60,000

RECEIVED
DEC 2[illegible] 1969
FOR [illegible]

SU-226(6)
7338

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 22, 1969

To:
Tom Edwards
Assistant State Highway Engineer

B U I L D I N G

SUBJECT:
Polk Street-Hilda Street
Cascade Highway
Oregon City

Attached is a report from the Division recommending the inclusion of a traffic signal in the construction project for the Polk Street-Hilda Street section of the Cascade Highway. The location involves one at which we have had much trouble with pedestrians in the past.

I would recommend that we include a signal in the construction project at this location.

L. E. George
L. E. George
Assistant Traffic Engineer

Copy → 12-23-69

LEG:ap
Attachment

approved

NOTED
TOM EDWARDS

RECEIVED
DEC 22 1969
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 2-30-X (12-67)

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Portland, Oregon 97202
December 10, 1969

To: Mr. L. W. Rulien
Division Engineer
BUILDING

SUBJECT: Polk St.-Hilda St.
Cascade Highway
Oregon City

There is a construction project for widening the Cascade Highway on Molalla Avenue in Oregon City to 4 lanes in the near future. Hilda Street has been investigated in the past for traffic signals. As a result of that investigation, overhead illuminated crosswalk signs were installed.

Attached is a 16-hour manual traffic count taken in December, 1968. Using these traffic volumes to compare with required traffic volumes for signalization, it is found that the interruption of continuous traffic is met when the 70% warrants are used.

Any time a section of roadway is widened from a 2-lane facility to a 4-lane facility, there is a slight increase in the prevailing speed and a larger clearance for entering vehicles and crossing pedestrians which has been a previous concern. It is suggested that this location be considered for signalization on the construction project because it is felt it will be a source of concern when 4 lanes are completed.

ORIGINAL SIGNED BY
R. W. FAILMEZGER

Ronald W. Failmezger
Div. Traffic Engr.

RWF/nah

Encl.

RECEIVED
DEC 17 1969
TRAFFIC ENGINEERING

TRAFFIC SIGNAL WARRANT COMPARISON

OREGON STATE HIGHWAY DEPARTMENT
DIVISION I

City Oregon City County Clackamas

Highway Name Cascade Intersecting Road Hilda St.-Holmes Lane

Route No. ORE 213 Highway No. 160 ___ Mile Point 16.17

Item	Observed Conditions	Minimum Warrant	
		100%	70%
Minimum Vehicular Volume Warrant:			
Average Hourly Volume on Major St.-Max. 8 hrs. (Total of both approaches)	650 1/	600	420
Average Hourly Minor Street Volume-Same 8 hrs. (Highest hourly volumes from either approach)	58	150	105
Interruption of Continuous Traffic Warrant:			
Average Hourly Volume on Major St.-Max. 8 hrs. (Total of both approaches)	650	900	630
Average Hourly Minor Street Volumes-Same 8 hrs. (Highest hourly volumes from either approach)	58	75	53
Minimum Pedestrian Volume Warrant:			
Average Hourly Volume on Major St.-Max 8 hrs. (Total of both approaches)	650	600	420
Average Hourly Ped. Volume Across Major St.-Same 8 hrs (Highest volume crosswalk)	10	150	105
Accident Experience Warrent:			
Preventable accidents (Last 12 months)	---	---	

1/ Dec. 13 & 15, 1966 manual count data

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE [illegible] 13 & 15 [illegible]

DAY OF WEEK Tuesday & Thursday

ACTUAL COUNT (VEH.) 16 HRS.

HOURS COUNTED [illegible]

PEDESTRIAN COUNT 16 HRS.

HOURS COUNTED [illegible]

WEATHER Rain

CITY OF [illegible]

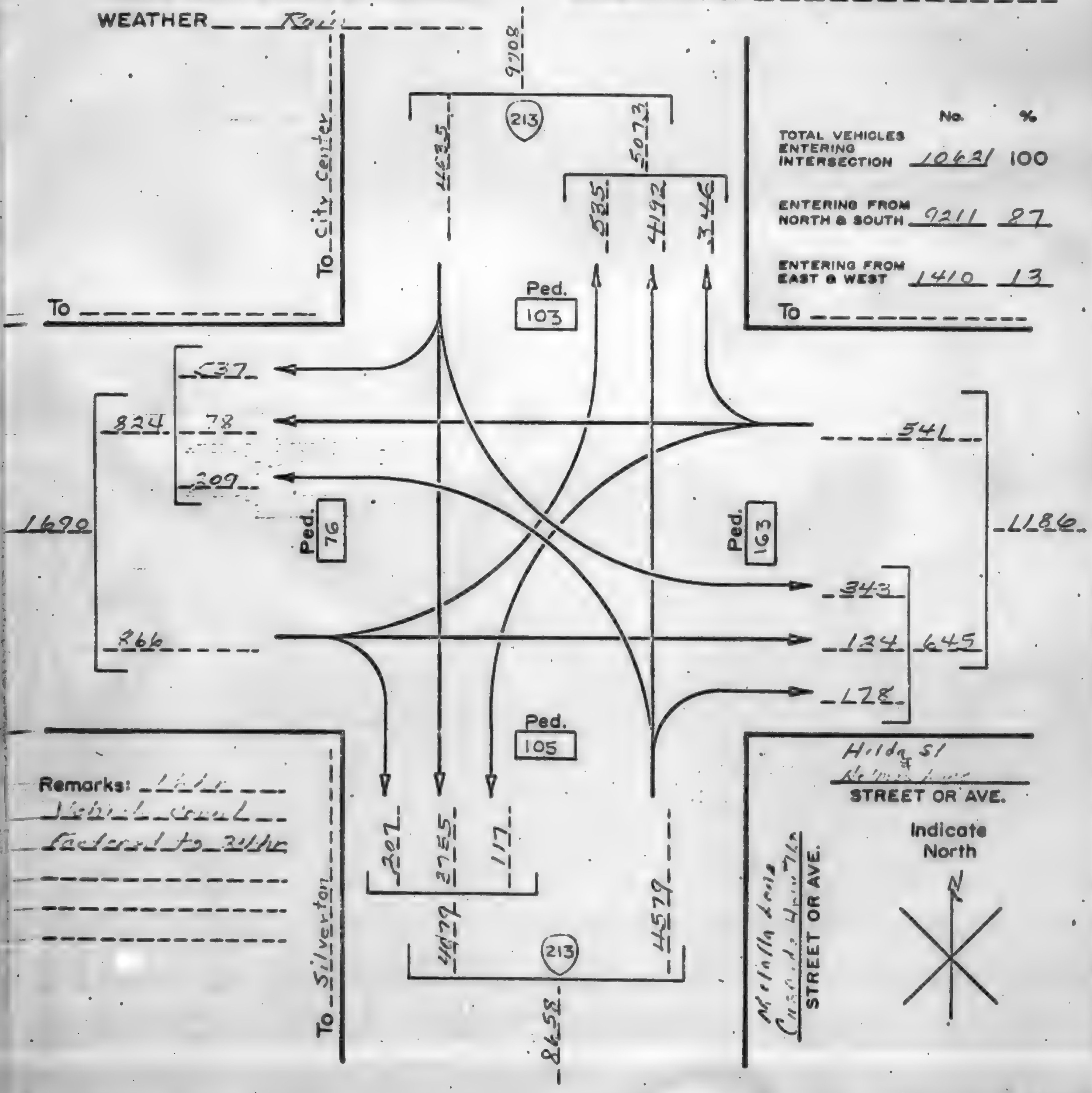
INTERSECTION OF Cascade Highway No. 160

AND Hilda St. & Molalla Lane

STATION NO. M.P. 16.17

CODE NO.

CLASSIFICATION All vehicles



	No.	%
TOTAL VEHICLES ENTERING INTERSECTION	10621	100
ENTERING FROM NORTH & SOUTH	9211	87
ENTERING FROM EAST & WEST	1410	13

Remarks: [illegible]
Vehicle count
factored to 24hr

Form E-46—[illegible]

OREGON STATE HIGHWAY COMMISSIO
Traffic Engineering Division

SUMMARY OF TRAFFIC COUN

Date December 13 - 15 1966
Day of week Tuesday - Thursday
Hours counted 6 AM to 10 PM
Weather [illegible]
Classification All Vehicles

	TIME	North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	Fro	Per Cent of Tota
								SUMMARY BY MOVEMENTS										
A. M.	6:00- 7:00	6	[illegible]	3	19	[illegible]	235	2	5	1	6	1	-	331	300	91	3	9
	7:00- 8:00	5	5	21	56	142	451	1	3	1	8	8	6	670	616	92	54	8
	8:00- 9:00	14	12	23	28	148	213	6	5	7	11	9	12	518	441	85	77	15
	9:00-10:00	15	20	20	26	146	235	3	12	4	8	14	14	527	438	83	89	17
	10:00-11:00	23	23	25	24	179	251	5	5	6	13	8	9	571	500	88	71	12
	11:00-12:00	20	25	28	20	159	236	9	12	4	17	9	15	544	465	85	77	15
P. M.	12:00- 1:00	26	28	31	34	222	257	10	7	15	17	11	17	695	577	83	118	17
	1:00- 2:00	26	22	31	39	214	262	3	6	12	9	12	[illegible]	665	561	84	104	16
	2:00- 3:00	[illegible]	26	[illegible]	[illegible]	223	223	1	6	10	5	13	20	673	596	89	77	11
	3:00- 4:00	26	34	[illegible]	[illegible]	278	[illegible]	8	11	18	14	19	17	[illegible]	642	84	126	16
	4:00- 5:00	26	15	65	[illegible]	[illegible]	391	[illegible]	[illegible]	5	16	25	18	981	[illegible]	89	138	11
	5:00- 6:00	24	25	53	33	452	217	7	[illegible]	7	9	16	[illegible]	863	[illegible]	89	95	11
	6:00- 7:00	23	14	31	25	305	183	[illegible]	9	4	14	14	11	649	567	87	82	13
	7:00- 8:00	17	17	28	25	[illegible]	[illegible]	[illegible]	[illegible]	4	10	8	7	412	[illegible]	87	53	13
	8:00- 9:00	9	5	[illegible]	16	[illegible]	[illegible]		[illegible]	2	[illegible]	[illegible]	[illegible]	322	[illegible]	89	37	11
	9:00-10:00	10	11	26	37	164	117	[illegible]	[illegible]	6	3	12	6	406	336	82	70	1
	10:00-11:00																	
	11:00-12:00																	
A. M.	12:00- 1:00																	
	1:00- 2:00																	
	2:00- 3:00																	
	3:00- 4:00																	
	4:00- 5:00																	
	5:00- 6:00																	
24-Hour total .		[illegible]	346	537	535	3755	4192	78	124	117	178	207	269	10621	9211	87	1410	1
16-Hour total .		312	314	482	[illegible]	3411	3811	71	113	106	162	188	193	9655	8374	87	1281	1
__-Hour total .																		
Control . . .																		
Factor . . .																		

(Cascade-[illegible]) Molalla Ave St. is North and South

Hilda street & Holmes Lane St. is East and West

Tabu

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STATE PRINTING DEPT.

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUN

City of Oregon City

Intersection Molalla Ave - [illegible] street & [illegible] Lane

Station number

Code number

Classification All Vehicles

Entering Volumes

								SUMMARY BY LEGS				PEDESTRIANS USING CROSSWALKS			
South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	North	East	West	South	North	East	West	South
6	1	-	331	300	91	31	9	56	7	24	244		2		2
8	8	6	670	616	92	54	8	171	7	47	445	11	4	1	5
11	9	12	518	441	85	77	15	205	25	52	236	5	17	2	9
8	14	14	527	438	83	89	17	181	27	62	257	2	9		3
3	8	9	571	500	88	71	12	227	34	37	273	8	12	5	14
[illegible]	9	15	544	465	85	77	15	207	38	41	258	8	24	5	10
7	11	17	695	577	83	118	17	289	63	52	291	21	18	12	18
9	12	[illegible]	665	561	84	104	16	271	47	57	290	15		6	
5	13	20	673	596	89	77	11	268	37	40	328	1	7	4	8
4	19	17	768	642	84	126	16	346	60	66	296		12	12	10
6	25	18	981	873	89	108	11	497	32	76	376	2	17	[illegible]	5
9	16	[illegible]	863	768	89	95	11	529	39	56	239	6	10	1	4
4	14	11	649	567	87	82	13	359	21	61	208	[illegible]	8	7	6
[illegible]	8	7	412	[illegible]	87	53	13	220	25	[illegible]	189	2	8	[illegible]	6
[illegible]	[illegible]	[illegible]	322	285	89	37	11	178	10	27	107	7	11	[illegible]	1
6	[illegible]	6	406	336	83	70	17	210	19	51	126	6	6	[illegible]	4
78	207	269	10621	9211	87	1410	13	4635	541	866	4579				
62	188	170	9655	8374	87	1281	13	4214	491	787	4463	163	163	76	105

Tabulated by

Computed by

Checked by

Checked by

RECEIVED
SEP 26 1969
FOR FILING

SU-226(6)
7338

Agenda
3E
8-19-69

September 17, 1969

Board of County Commissioners
Clackamas County
Courthouse
Oregon City, Oregon 97045

Attention: Mr. George D. Poppen
County Clerk

Gentlemen:

Attached for your information is a copy of "Highway Corridor and Design Resolution No. 370" adopted by the Highway Commission on August 19, 1969, covering the Polk Street-Hilda Street (Oregon City) Section of the Cascade Highway in Clackamas County.

Also attached is a map showing the approved route.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

sj

Attachment

Same letter sent to:

City of Oregon City
City Hall
Oregon City, Oregon 97045

Attention: Mr. John A. Buol
City Recorder

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

August 1, 1969

Yellow Copy
a Comm.
Hearing

Oregon State Highway Commission

AGENDA
AUG 19 1969

3 e

Gentlemen:

We conducted a combined corridor/design public hearing on the Polk Street-Hilda Street Section of the Cascade Secondary Highway in Oregon City, Clackamas County, on May 27, 1969.

The transcript and reports resulting from the hearing reveal that the corridor/design presented was favored by those attending. The corridor is located on the existing highway (Molalla Avenue) from Polk Street to Hilda Street. The design consists of a 48-foot curb section providing four 12-foot lanes, with parking eliminated. The alignment will be slightly revised at Mt. Hood Avenue, requiring some small additional right-of-way; otherwise, the majority of the improvements can be made within the existing right-of-way.

I recommend the combined corridor/design described above and request your approval of this 0.63-mile section. A map is enclosed for your information.

Unless I hear to the contrary, may I assume that we have your survey design approval and can proceed to purchase the necessary right-of-way in preparation for an early letting. This matter will be on the agenda for your confirmation at the August 19 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

By ORIGINAL SIGNED
R. L. PORTER

R. L. Porter
Deputy State Highway Engineer

Hwy Corridor
& Design Resol
#370

NOTED -
FLOYD QUERY

Enc.
cc: Floyd Query✓ V. D. Wolfe F. D. Morgan D. H. Moehring
F. B. Klaboe L. H. Young D. J. Barbee V. E. Skoog L. W. Rulien

OREGON STATE HIGHWAY DEPARTMENT

Support Data

7-15-69

The Cascade Highway (ORE213) (FAS 147), between Polk Street and Hilda Street in Oregon City, complies with the requirements of IM 50-2-65 as indicated by the following data:

A. In the Portland-Vancouver Metropolitan Transportation Study (PVMTS), the planning phase is being carried on cooperatively, and a written agreement has been signed by all participating agencies.

B. The proposed project is on a route that is a part of the PVMTS recommended transportation plan.

C. The route is included on the Federal-Aid Highway System as FAS 147.

D. Improvement of the proposed project is compatible with anticipated land use activities in the area affected. Attached is a map showing the future land use plan.

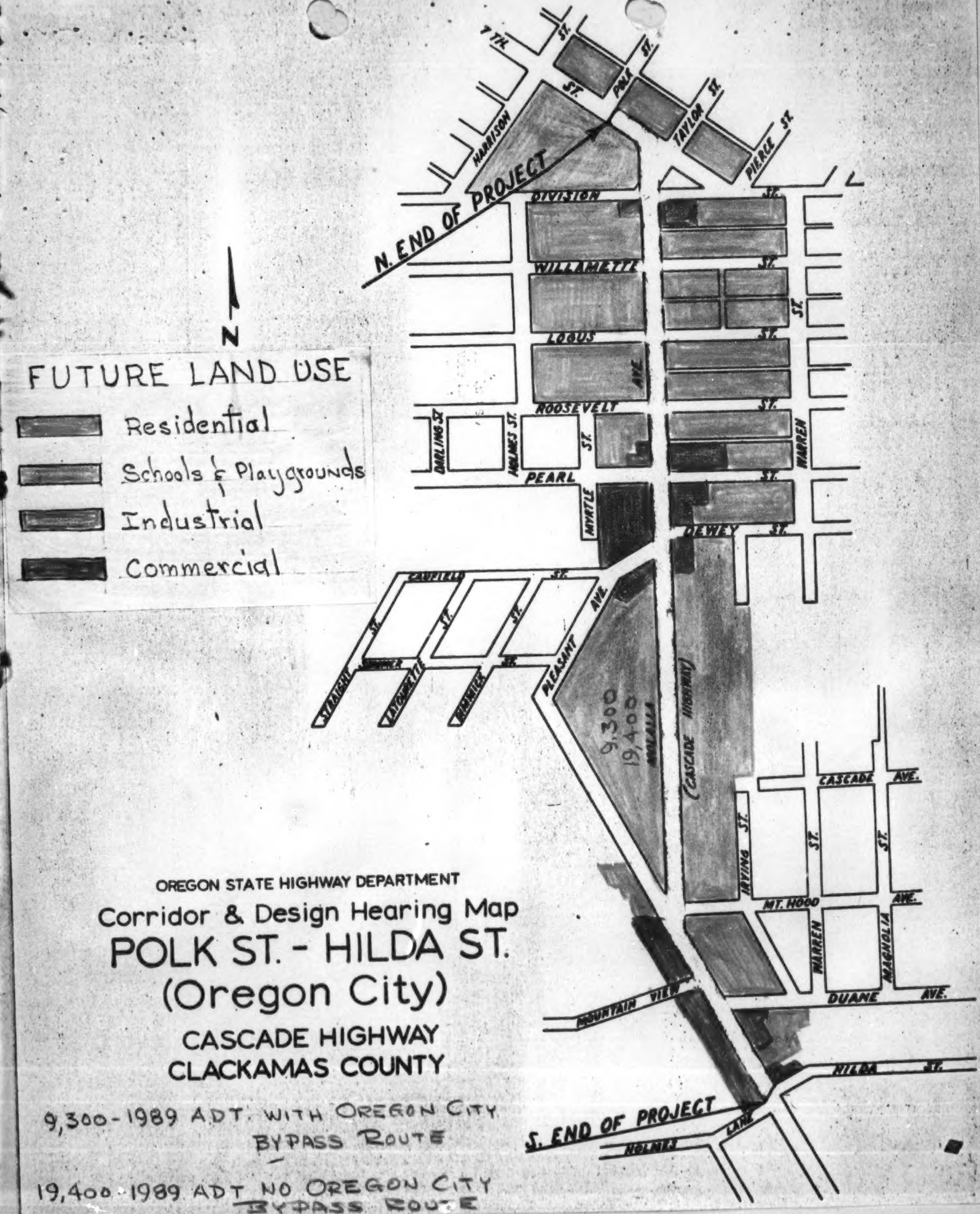
E. Attached is a letter from the Columbia Region Association of Governments, the local review agency, indicating their unanimous endorsement of this project as being a vital part of the master street and highway plan.

F. The design of the facility is based on projected traffic estimates. Also shown on the attached map is the 1989 average daily traffic on this facility.

G. No transit improvements are anticipated at this time in the area served by this facility.

H. Access to and from the facility is such that efficient operation is assured.

I. Terminal facilities needed to assure efficient operation of the facility have been studied and can be added without conflict with anticipated land uses.



OREGON STATE HIGHWAY DEPARTMENT

Corridor & Design Hearing Map

POLK ST. - HILDA ST.
(Oregon City)

CASCADE HIGHWAY
CLACKAMAS COUNTY

9,300 - 1989 A.D.T. WITH OREGON CITY BYPASS ROUTE

19,400 - 1989 ADT NO OREGON CITY BYPASS ROUTE

CR
AG

COLUMBIA REGION ASSOCIATION of GOVERNMENTS
429 S. W. 4TH AVENUE • SUITE 500 • PORTLAND, OREGON 97204 • (503) 226-4331

CLACKAMAS COUNTY, OREGON
Cities in Clackamas County
CLARK COUNTY, WASHINGTON
Cities in Clark County
MULTNOMAH COUNTY, OREGON
Cities in Multnomah County
WASHINGTON COUNTY, OREGON
Cities in Washington County

June 27, 1969

Mr. Tom Edwards
Assistant State Highway Engineer
Oregon Highway Department
Highway Building
Salem, Oregon

Dear Mr. Edwards:

Please be informed that on June 20, 1969, the Executive Committee of the Columbia Region Association of Governments reviewed the following proposed highway projects:

A. Beaverton-Hillsdale Highway: Between Jamieson Road and Lombard St. in the City of Beaverton.

B. Cascade Highway between Polk and Hilda Streets, Oregon City: The Committee unanimously endorsed these two projects as being vital parts of the master street and highway plan.

C. Lake Oswego Highway--Cedar Oak Drive--West Linn Section: The Committee asked that this project application be held for further study. The Committee is desirous of knowing what plans the highway department has concerning improvements of the highway on either or both ends of the section proposed for improvement in this application.

This proposal will be reviewed in the July 18th meeting. You are hereby requested to have representatives at that meeting who can provide the desired information.

Sincerely yours,

Homer C. Chandler

Homer C. Chandler
Executive Director

HCC:jec

RECEIVED
JUL 1 - 1969
TRAFFIC ENGINEERING

RECEIVED
[illegible]
OFFICE
STATE [illegible]

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Department of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with Contract #7311 folder #1 Ends with: Contract # 7339

FLASH CARDS: Begin Each Contract

Remarks: #7311 folder #1 continues from reel 142
#7339 continues on reel 144

Reel No. 143 Reduction Ratio 21:1 Project No.

Camera: Name Bell & Howell Model File Master Film Recordak AHU MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 22nd day of May, 19 81 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Silvar Storm